

THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL



Memorandum of Association of GMFA

1. The name of the company (hereinafter called "the Company") is **GMFA**.
2. The registered office of the Company will be situated in England.

Objects

3. The objects of the company are:
 - (a) To protect and preserve public health in particular amongst the gay male population of the United Kingdom.
 - (b) To advance public education in the subjects affecting the health of gay men including the causes, symptoms, treatment and prevention of illness in particular through the promotion of research and the dissemination of the useful results of research.

Powers

4. In furtherance of the objects but not further or otherwise the Company shall have the following powers:
 - (a) To collaborate and co-operate with generalist or specific health service providers in the development and delivery of improved medical, financial, housing, counselling and other appropriate services to gay men;
 - (b) To campaign for the provision of health-preserving, health-protecting and health-supporting environments and conditions for the United Kingdom's gay male population;
 - (c) To publish books , pamphlets, reports, leaflets, journals, films, tapes and other materials;
 - (d) To organise conferences, seminars and other events;
 - (e) To purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and to erect, improve and maintain buildings which may be necessary for any of the purposes of the Company;
 - (f) Subject to such consents as may be required by law to sell lease mortgage exchange dispose of or otherwise deal with and turn to account all or any part of the property of the Company with a view to the promotion of its objects;

- (g) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder;
- (h) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (i) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects aforesaid;
- (j) To engage or employ such persons (whether as employees consultants advisers or however) as may be requisite to the promotion of the objects of the Company and on such reasonable terms and at such reasonable remuneration as the Director may think fit;
- (k) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants;
- (l) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (m) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to its objects;
- (n) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit;
- (o) To lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary for the work of the Company;
- (p) To draw accept endorse issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Company;

- (q) To establish promote or assist charitable companies with objects similar to those of the Company for the acquisition of the property or liabilities of the Company or to carry on any authorised activity of the Company or for any other charitable purpose calculated to benefit the Company in the furtherance of its objects;
 - (r) To amalgamate merge or join in with any charity having charitable objects wholly or in part similar to those of this Company for the purposes of better effectuating the charitable purposes;
 - (s) To purchase acquire or undertake all or any of the property liabilities and engagements of charitable associations societies or bodies with which the Company may co-operate or federate;
 - (t) To pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - (u) To do all such other lawful things as shall further the attainment of the above objects or any of them;
5. The income and property of the Company from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever, by way of profit to the Members of the Company (save as hereinafter provided) no member of its Board of Directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (save as hereinafter provided not being a member of its Board of Directors) for any services rendered to the Company;

- (b) of reasonable and proper remuneration to any Director of the Company for work done for the Company on condition that:
 - (i) the number of Directors so remunerated at any one time shall not exceed one third of the total number of Directors;
 - (ii) a Director shall withdraw from any meeting at which his/her appointment or remuneration is under discussion and shall not be counted in the quorum of any such meeting nor vote on any such resolution;
 - (iii) the Directors who are not remunerated are satisfied that the arrangement whereby a Director is remunerated for work done for the Company is in the best interests of the Company;
 - (c) of interest on money lent by any member of the Company (or of its Board of Directors) at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board;
 - (d) of any reasonable and proper rent for premises demised or let by any member of the Company (or of its Board of Directors);
 - (e) of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Board of Directors may be a member holding not more than 1/100th part of the capital of the company;
 - (f) to any member of its Board of Directors of reasonable and proper out-of-pocket expenses; and
 - (g) of reasonable and proper premiums in respect of Trustees Indemnity Insurance, effected in accordance with Clause 4(t) hereof.
6. The liability of the members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that s/he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members within three months of the members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Directors shall resolve upon.