

Companies Act 2006

Company limited by guarantee

MEMORANDUM OF ASSOCIATION OF STIGMA TRUST LIMITED

1. NAME

The name of the Company is Stigma Trust Limited.

2. REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3. OBJECTS

The Objects for which the Trust is established are to advance education, freedom of speech and human rights.

To create an understanding of the way stigma affects individuals.

To provide information for use by individuals, industry, employers, private and public bodies using any promotional media available from time to time.

To help individuals learn about stigma, how it affects them (including but not limited to: moral, spiritual, economic, mental and physical), teach and empower others to change their lives.

To create programmes that enable individuals to reverse the effects of stigma and educate others.

To provide support services that enable the continued and improved participation in activities regardless of, financial, physical, emotional and mental needs.

To create and enforce quality of life, the reclaiming of basic human rights, promotion of ideals that encourage others to accept responsibility for how their actions affect others (the "Objects").

4. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

4.1 to hold, promote or support conferences, seminars, meetings, symposia demonstrations and lectures, both in the UK and worldwide;

4.2 to arrange for the publication and dissemination of the records and reports of the proceedings of the Trust, or associated activities, in the form of books, pamphlets and bulletins or any other form of record which would promote the purposes of the Trust;

4.3 to encourage the study and understanding of the subject of stigma or associated activities by provision of grants or scholarships or other financial assistance to any

charitable organisations, societies, associations, companies or persons undertaking such studies, both in the UK and worldwide;

4.4 to promote the use and uptake of research and knowledge in public and forums so as to influence policy and practice by providing intellectual and moral advice and informed opinion, both in the UK and worldwide;

4.5 to provide advice;

4.6 to publish or distribute information;

4.7 to co-operate with other bodies;

4.8 to support, administer or set up other charities, both in the UK and worldwide;

4.9 to raise funds by sponsorship and trading activities (any profits by such trading only to be used in promotion and support of the objects);

4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);

4.11 to acquire or hire property of any kind;

4.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.13 to make grants or loans of money and to give guarantees;

4.14 to set aside funds for special purposes or as reserves against future expenditure;

4.15 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

4.16 to delegate the management of investments to a financial expert, but only on terms that:

4.16.1 the investment policy is set down in writing for the financial expert by the Trustees;

4.16.2 every transaction is reported promptly to the Trustees;

4.16.3 the performance of the investments is reviewed regularly with the Trustees;

4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.16.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

4.16.7 the financial expert must not do anything outside the powers of the Trustees;

4.17 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

4.18 to deposit documents and physical assets with any company as custodian, and to pay any reasonable fee required;

4.19 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Trust when required;

4.20 to insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him as a trustee of the Company or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

4.21 subject to **clause 5**, to employ paid or unpaid agents, staff or advisers;

4.22 to enter into contracts to provide services to or on behalf of other bodies;

4.23 to establish or acquire subsidiary companies to assist or act as agents for the Trust;

4.24 to pay the costs of forming the Trust;

4.25 to operate both nationally and internationally; and

4.26 to do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the members but:

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied; in particular, members who are not Trustees may receive reasonable and proper remuneration in respect of their services as a publisher of the Journals of the Trust or any similar publication of the Trust, or as a convener of a conference, symposium or seminar of the Trust;

5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust;

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Trust;

5.1.4 individual members (including Trustees) may receive charitable benefits (such as those contained in the objects) in their personal capacity; and

5.1.5 Trustees may be paid an honorarium of such reasonable amount (if any) as the

Charity Commission may from time to time approve in respect of their services in that capacity.

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:

5.2.1 as mentioned in **clauses** 4.20 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits), 5.1.5 (honorarium) or 5.3 (contractual payments);

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in managing and directing the Trust;

5.2.3 an indemnity in respect of any liabilities properly incurred in managing and directing the Trust (including the costs of a successful defence to criminal proceedings);

5.2.4 payment to any company in which a Trustee has no interest other than a one per cent shareholding; and

5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 A Trustee may not be an employee of the Trust, but a Trustee or a connected person may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit if:

5.3.1 the goods or services are actually required by the Trust;

5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in **clause** 5.4.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a Council Committee, the Trustee concerned must:

5.4.1 declare an interest at the meeting or at the meeting before discussion begins on the matter;

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

5.4.3 not be counted in the quorum for that part of the meeting; and

5.4.4 withdraw during the vote and have no vote on the matter.

5.5 This clause may not be amended without the written consent of the Charity Commission in advance.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Every member promises, if the Trust is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Trust while he or she was a member.

8. DISSOLUTION

8.1 If the Trust is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; and

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

9.3 This Memorandum and Articles of Association replace all previously adopted resolutions.

NAMES & ADDRESSES OF ORIGINAL SUBSCRIBERS

Name Andrew Brown
Address 11 Clerkhill Place, Peterhead, Aberdeenshire, AB42 2BA

Name John Charles Crook
Address 6 Mid Street, Rosehearty, Fraserburgh, Aberdeenshire, AB43 7JS

Dated this 10th day of March, 2008

Companies Acts 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF STIGMA TRUST LIMITED

1. MEMBERSHIP

1.1 The Trust must maintain a register of members.

1.2 Membership of the Trust is open to any individual or organisation interested in promoting the Objects who:

1.2.1 applies to the Trust in the form required by the Trustees;

1.2.2 is approved by the Trustees; and

1.2.3 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative.

1.3 The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions.

1.4 Membership is terminated if the member concerned:

1.4.1 gives written notice of resignation to the Trust;

1.4.2 dies or (in the case of an organisation) ceases to exist;

1.4.3 is more than twelve months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or

1.4.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.

1.5 Membership of the Trust is not transferable.

GENERAL MEETINGS

2.1 Members are entitled to attend general meetings personally and vote. No member shall be entitled to appoint a proxy.

2.2 An AGM and an EGM called for the passing of a special or elective resolution shall be called by giving at least 21 clear days' notice. All other EGMs shall be called by giving at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

2.2.1 in the case of an AGM, by all the members entitled to attend and vote at the meeting;
and

2.2.2 in the case of any other meeting by a majority in the number of the members having a right to attend and vote being a majority together holding not less than 95 per cent of the total voting rights of all the members.

2.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.

2.4 There is a quorum at a general meeting if the number of members personally present is at least 75% of the total members.

2.5 If within half an hour after the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned to a time and place as may be determined by the Directors, and, if at the adjourned meeting a quorum is not present or ceases to be present, then the member or members present shall be a quorum.

2.6 The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.

2.7 The Directors or (if the Directors is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

2.8 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.

2.9 Except for the chairman of the meeting, who, in the case of an equality of votes, shall have a second or casting vote, every member present in person has one vote on each issue.

2.10 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

2.11 The Trust must hold an AGM in every year.

2.12 At an AGM the members:

2.12.1 receive the accounts of the Trust for the previous financial year;

2.12.2 receive the Trustees' report on the Trust's activities since the previous Trustee's report;

2.12.3 accept the retirement of those Trustees who wish to retire;

2.12.4 elect Trustees to fill the vacancies arising;

2.12.5 appoint auditors for the Trust; and

2.12.6 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

2.13 Any general meeting which is not an AGM is an EGM.

2.14 An EGM may be called at any time by the Trustees or by the Council Secretary at the direction of two or more of the Trustees and must be convened within 21 days following a written request from the members pursuant to the provisions of the Companies Act.

2.15 The accidental omission to give notice of a General Meeting or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding had at any such meeting.

THE TRUSTEES

3.1 The Council members are the Trust trustees and have control of the Trust and its property and funds.

3.2 The Council consists of the Officers and not more than twelve Ordinary Council Members.

3.3 The Council when complete consists of at least two individuals, all of whom must be members or must have agreed in writing, following an invitation by the other Trustees, to become a member.

3.4 Every Trustee must sign a declaration of willingness to act as a trustee of the Trust before he or she may vote at any meeting of the Trustees.

3.5 A Trustee's term of office automatically terminates if he or she:

3.5.1 is disqualified under the Charities Act from acting as a Trust trustee;

3.5.2 is absent without notice from three consecutive meetings of the Council and is asked by a majority of the other Trustees to resign;

3.5.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Trust before the next AGM);

3.5.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);or

3.5.5 is removed by resolution of the members pursuant to the provisions of the Companies Act.

3.6 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM at which they shall be eligible for election.

3.7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3.8 The Officers of the Trust are the Directors, and the Secretary. Only Members of the Trust are eligible for appointment or election as an Officer of the Trust.

3.9 The Trust Secretary shall be the secretary for the purposes of the Companies Act. The Trust may appoint any other Officer from time to time to be an assistant or deputy Secretary to exercise the functions of the Secretary at any time if the office of the Secretary is vacant.

3.10 The Council members shall be elected by the Trust at the Annual General Meeting. Only Members of the Trust are eligible for appointment or election as a Council Member of the Trust.

3.11 Notwithstanding Article 3.3, the Trust may from time to time in General Meeting increase or reduce the number of members of the Council and determine in what rotation such increased or reduced number shall go out of office and may make the appointments necessary for effecting any such increase.

4. PROCEEDINGS OF THE COUNCIL

4.1 The Trustees must hold at least two meetings of the Council in each year.

4.2 A quorum at a meeting of the Council is two Trustees. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

4.3 A meeting of the Council may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

4.4 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

4.5 On request of a member of the Council the Council Secretary shall summon a meeting of the Council by reasonable notice.

4.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Council.

TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Trust:

5.1 to appoint (and remove) any member (who may be a Trustee) to act as Council Secretary in accordance with the Companies Act;

5.2 to elect (and remove) Officers from among their number;

5.3 to delegate any of their functions to Council Committees consisting of two or more individuals appointed by them. At least two members of every Council Committee must be Trustees and all proceedings of Council Committees must be reported promptly to the Council;

5.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings;

5.5 to make rules and regulations consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees;

5.6 to make rules and regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Trust and the use of its seal (if any);

5.7 to establish procedures to assist the resolution of disputes or differences within the Trust;

5.8 to exercise any powers of the Trust which are not reserved to a general meeting.

RECORDS AND ACCOUNTS

6.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

6.1.1 annual returns;

6.1.2 annual reports; and

6.1.3 annual statements of account.

6.2 The Trustees must keep proper records of:

6.2.1 all proceedings at general meetings;

6.2.2 all proceedings at meetings of the Trustees;

6.2.3 all reports of committees; and

6.2.4 all professional advice obtained.

6.3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

6.4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Trust's reasonable costs.

NOTICES

7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Trust.

7.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

7.3.2 two clear days after being sent by first class post to that address;

7.3.3 three clear days after being sent by second class or overseas post to that address;

7.3.4 on the date of publication of a newspaper containing the notice;

7.3.5 on being handed to the member personally or in the case of a member organisation, its authorised representative; or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Trust take effect as though repeated here.

INTERPRETATION

9.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

“AGM”

means an annual general meeting of the Trust;

“the Articles”

means the Trust's articles of association;

“the authorised representative”

means an individual who is authorised by a member organisation to act on its behalf at meetings of the Trust and whose name is given to the Council Secretary;

“the Trust”

means the company governed by the Articles;

“the Charities Act”

means the Charities Act 2006;

“Trustee”

has the meaning defined by the Charities Act;

“clear day”

means 24 hours from midnight following the relevant event;

“the Commission”

means the Charity Commissioners for England and Wales;

“the Companies Act”

means the Companies Act 2006;

“connected person”

means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any company of which a Trustee is a member (other than where his membership interest is no more than a one per cent shareholding), or employee, and any firm of which a Trustee is a director, employee or shareholder having a beneficial interest in more than one per cent of the share capital;

“the Council”

means the board of Trustees;

“Council Committees”

means such committees as may be designated as Council Committees by the Council;

“Council Secretary”

means the company secretary of the Trust;

“custodian”

means a person or body who undertakes safe custody of assets or of documents or records relating to them;

“EGM”

means an extraordinary general meeting of the Trust;

“financial expert”

means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

“financial year”

means the Trust’s financial year;

“firm”

includes a limited liability partnership;

“informal membership”

refers to a supporter who may be called a ‘member’ but is not a company member of the Trust;

“material benefit”

means a benefit which may not be financial but has a monetary value;

“member” and “membership”

refer to company membership of the Trust;

“Memorandum”

means the Trust’s Memorandum of Association;

“month”

means calendar month;

“nominee company”

means a corporate body registered or having an established place of business in the UK or worldwide;

“the Objects”

means the Objects of the Trust as defined in clause 3 of the Memorandum;

“the Officers”

means the Directors, the Council Secretary and the Chairpersons of Council's Committees. Only Honorary or Ordinary Members of the Trust are eligible for appointment or election as an Officer of the Trust.

“one per cent shareholding”

means an interest in shares in a company which represent no more than one per cent of the issued shares of the relevant class;

“the Trust”

means Stigma Trust Limited;

“Trust Year”

means a period between close of business at one Annual General Meeting of the Trust and close of business at the immediately succeeding Annual General Meeting of the Trust;

“taxable trading”

means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

“Trustee”

means a director of the Trust and ‘Trustees’ means the directors.

“written” or “in writing”

refers to a legible document on paper including a fax message; and

"year"

means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

9.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

NAMES & ADDRESSES OF ORIGINAL SUBSCRIBERS

Name Andrew Brown
Address 11 Clerkhill Place, Peterhead, Aberdeenshire, AB42 2BA

Name John Charles Crook
Address 6 Mid Street, Rosehearty, Fraserburgh, Aberdeenshire, AB43 7JS

Dated this 10th day of March, 2008

RULES AND REGULATIONS OF MEMBERSHIP OF STIGMA TRUST LIMITED

1. The Rules and Regulations of membership of Stigma Trust Limited may only be amended with the agreement of Council.

2. Every Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.

MEMBERSHIP TYPES

3. The Membership of the Trust comprises Honorary, Ordinary and Retired Members:

(a) Honorary Members are individuals who as have in the opinion of the Council rendered outstanding service to the subject of stigma.

(b) Ordinary Members are admitted in accordance with these Rules.

(c) An Ordinary Member who is aged 55 years or over and has retired from full-time employment may, on application to the Trust, be awarded the status of Retired Member.

APPLICATION FOR MEMBERSHIP

4. All applications for Membership will be made to the Trust in the form approved by the Council and shall be signed by the applicant.

ADMISSION

5. Admission to Membership take effect from the 1st of the month after the Trust receives the application form and payment of the appropriate subscription fee.

CONDITIONS OF MEMBERSHIP

6. Every Member shall be bound to further to the best of his/her ability the objects of interest and influence of the Trust and shall observe all the provisions of the Articles of Association of the Trust and all Rules of the Trust.

7. A Member shall cease to be a Member:-

(a) if a notice of resignation signed by or on behalf of such Member is delivered to the Trust.

(b) if their subscription has been in arrears for more than one year.

(c) if their subscription is paid by an institution or other body for the purpose of obtaining for itself the Trust's services or benefits at Members' prices.

9. The Council shall be entitled to request the resignation of a Member if in their opinion

the interest of the Trust require it. Should the Member refuse to resign then the question may be submitted to a General Meeting of the Trust at which the Member shall be given a reasonable opportunity to attend and speak on his own behalf and he shall cease to be a Member if two-thirds of the Members present and voting so resolve.

MEMBERSHIP FEES

10. Annual Membership Fees are as follows:

Ordinary and Retired Members – Individuals £10, Non-Profit £100, Corporate £150

11. Honorary Members shall pay no annual subscription and are entitled to receive free of charge such of the Trust's services or benefits as the Council may determine.

12. Annual subscription fees for Ordinary Members of the Trust are set by the Trust's Council.

13. All subscriptions are payable in advance of period to which they apply.

14. If a Member ceases to be a Member during a subscription period they shall nevertheless remain liable for payment of the full subscription in respect of that subscription period and of any arrears of subscription and shall not be entitled to recover any part of any subscription paid.

15. The subscription period of the Trust is a period of twelve consecutive months starting from the 1st of the month after the Trust receives full payment of the subscription fee.

16. Ordinary Members and Retired Members are entitled during each subscription period to receive all issues of the Society's services or benefits, at the relevant prices as determined by Council provided that such Members have paid all subscriptions due.



Stigma.org.uk is devoted to overcoming stigma in all its forms.

Our other domains are:

getgoing.org.uk, stigma-store.com, changeyourlifetoday.net, wearelikeyou.com

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