

Constitution - Memorandum of Association

This memorandum is phrased to be compatible with the Companies Acts 1985 to 2006 or any other statutory modification of enforce at the date at which this constitution becomes binding.

1. The name of the organisation is the "M25 Consortium of Academic Libraries" (hereinafter called "the Consortium") or such other name as the Consortium may decide from time to time.
2. The Registered Office of the Consortium will be situated in London, England.
3. The objects for which the Consortium is established are:

The advancement of education for the public benefit, in particular the support of learning and research by developing and improving access to library and information services across London, East and South East England.

For the purpose of this document, and other governance documents of the Consortium, East and South East England shall mean the counties of Berkshire, Bedfordshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Hertfordshire, Kent, Norfolk, Oxfordshire, Suffolk, Surrey, East Sussex and West Sussex.

4. In furtherance of these objects but not otherwise it will:
 - (a) Facilitate access to London, the East and the South East's diverse and complex range of library resources for learners and researchers, through the development and delivery of collaborative services;
 - (b) Encourage and enable mutual support of member libraries in improving services to their users;
 - (c) Represent the Consortium's best interests and influence policy-making through collaboration with appropriate regional and national organisations; this will include taking the lead on relevant strategic issues;
 - (d) Ensure appropriate and effective governance and financial management arrangements are in place for the conduct of Consortium business;
 - (e) Develop and implement a robust advocacy and marketing strategy, to raise the profile of the Consortium externally and to communicate effectively with Members.
5. In addition to any other powers, which the Consortium has, it may exercise the following powers in furtherance of its objects.

- (a) Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Consortium may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Consortium
- (b) Subject to such consents as may be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Consortium as may be thought expedient with a view to the promotion of its objects
- (c) Undertake and execute any charitable trusts which may be lawfully undertaken by the Consortium and may be conducive to its objects
- (d) Subject to such consents as may be required by law to borrow or raise money or receive contributions for the purposes of the Consortium on such terms and conditions and on such security as may be thought fit
- (e) Engage or employ such persons (whether as employees, consultants, advisers or howsoever) as may be required for the purposes of the Consortium and on such reasonable terms and at such reasonable remuneration as may be thought fit
- (f) Make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, former employees and their widows, widowers and other dependants
- (g) Establish, support or aid in the establishment and support of any charitable associations or institutions and to subscribe to or guarantee money for charitable purposes in any way connected with the purposes of the Consortium or calculated to further its objects
- (h) Invest the monies of the Consortium not immediately required for its purposes in or upon such investments, securities and property as may be thought fit
- (i) Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts
- (j) Out of the funds of the Consortium the cost of any premium in respect of any indemnity insurance to cover the liability of the Steering Group (or any member of the Steering Group) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Consortium; provided that any such indemnity insurance shall not extend to any claim for loss arising from any act or omission which the Steering Group (or any member of the Steering Group) knew to be a breach of trust or breach of duty or which was committed by the Steering

Group (or any member of the Steering Group) in reckless disregard of whether it was a breach of trust or duty or not

(k) all such things are agreed to be appropriate as necessary from time to time to the attainment of above objects or any of them.

6. The income and the property of the Consortium whencesoever 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 members of the Consortium or persons representing such members. No member of the Steering Group of the Consortium shall be appointed to any office of the Consortium paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Consortium.

PROVIDED THAT nothing herein shall prevent the payment in good faith by the Consortium

(a) Of reasonable and proper remuneration and expenses to any member, or person representing a member of the Consortium, or to any officer or employee of the Consortium (not being member of its Steering Group) for any services actually rendered to the Consortium

(b) To any Steering Group member who possesses specialist skills or knowledge required by the Consortium for its proper administrations of reasonable fees for work of that nature done by the Steering Group member when instructed by the Consortium to act on its behalf but on condition that:

i) At no time may a majority of the Steering Group benefit under this provision

ii) A Steering Group member must withdraw from any meeting whilst his/her appointment or remuneration is being discussed

(c) Of interest on money lent by any member of the Consortium or its Steering Group at a rate per annum not exceeding 2 per cent less than the minimum lending rate for the time being prescribed by the Consortium's bankers, or at the rate per annum of 3 per cent, whichever is the greater

(d) Of reasonable and proper rent for premises demised or let by any member of the Consortium or any representative of such a member or a member of its Steering Group

(e) Of reasonable out-of-pocket expenses to any members of the Consortium or any representative of such a member or a member of its Steering Group

(f) Of reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 5 (j) above.

7. The liability of members is limited.
8. Each member of the Consortium undertakes to contribute to the assets of the Consortium in the event of the same being wound up while it is a member or within one year after it ceases to be a member, for the payment of the debts and liabilities of the Consortium, contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
9. If upon winding up or dissolution of the Consortium there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Consortium but if and so far as effect can be given to the next provision shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Consortium 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 imposed on the Consortium under or by virtue of clause 6 of its Memorandum of Association, such institution or institutions to be determined by the members of the Consortium at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some other charitable object with the approval of the Charity Commissioners or a similar body.

NP/cb/ 5 January, 2001

NB/ Revised January 2009

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