

Articles of Association of Manchester Village Pride CIC

ARTICLES OF ASSOCIATION OF MANCHESTER VILLAGE PRIDE CIC (MVP CIC)

INTERPRETATION

1. Defined Terms 1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles. 1.2 In these Articles:

- **"The Asset Locked Consortium"** means the group of charities specified in Article 3.5.
- **"The Community Advisory Board" (CAB)** means the body constituted in accordance with Article 20.
- **"The Gay Village"** means the area of Manchester city centre traditionally recognised as the LGBTQ+ quarter, specifically the area bounded by Whitworth Street, Princess Street, Portland Street, and Minshull Street.
- **"Reserved Matters"** means those matters listed in Article 22 which require the prior written consent of the Community Advisory Board.
- **"VLBA"** means the Village Licensed Business Association.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

3.4 If: (a) the Company is wound up under the Insolvency Act 1986; and (b) all its liabilities have been satisfied any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 The Specified Asset Locked Body (The Consortium) For the purposes of this Article 3, the "Asset Locked Consortium" is specified as the potential recipient of the Company's assets. Any residual assets shall be distributed in equal shares (or as otherwise agreed in writing by the Consortium members at the time of distribution) to the following organisations (or their lawful successors):

- **George House Trust** (Registered Charity No: 1143138)
- **The Albert Kennedy Trust (akt)** (Registered Charity No: 1093815)
- **The Proud Trust** (Registered Charity No: 1161102)
- **The LGBT Foundation** (Registered Charity No: 1070904)
- **Sparkle – The National Transgender Charity** (Registered Charity No: 1134725)

4. Not for Profit The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

5.1 The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to:

- (a) Organise and deliver the annual Manchester Pride Festival, ensuring it remains a safe, inclusive, and celebratory event rooted in the Gay Village;
- (b) Promote the visibility, dignity, and cultural heritage of the LGBTQ+ population of Greater Manchester;
- (c) Provide a platform for protest, remembrance, and celebration, specifically preserving the Vigil and the Parade as core elements of the festival;
- (d) Generate funding for LGBTQ+ charities and support grassroots queer talent through performance and development opportunities;
- (e) Centre the voices of marginalised groups, specifically Transgender people and Queer People of Colour (QPOC), in the programming and governance of the event.

6. Powers

6.1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but without limitation, may borrow or raise funds and enter into loan agreements.

7. Liability of Members

7.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or they are a member or within one year after he, she or they ceases to be a member.

DIRECTORS

8. Directors' General Authority

8.1 Subject to the Articles (and specifically the Reserved Matters defined in Article 22), the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. Composition of the Board of Directors

9.1 The Board of Directors shall be skills-based. The Members shall, when electing Directors, endeavour to ensure the Board includes individuals with professional competency in:

- (a) Corporate Governance & Strategy (Independent Chair);
- (b) Finance (Finance Director - holding ACA/ACCA or equivalent qualification);
- (c) Operations & Safety (Operations Director);
- (d) Commercial & Fundraising (Commercial Director).

9.2 The Board shall also include up to eight (8) Community Directors, who shall be elected representatives from the membership (including members of the VLBA that provided startup funding), ensuring local stakeholder representation.

10. Members' Reserve Power

10.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

10.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

11. Directors' Remuneration and Expenses

11.1 Voluntary Office: Directors shall not be entitled to any remuneration for their services to the Company as Directors.

11.2 Expenses: The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

GOVERNANCE: THE BIFURCATED MODEL

20. The Community Advisory Board (CAB)

20.1 The Directors shall establish a body known as the **Community Advisory Board (CAB)**.

20.2 The purpose of the CAB is to act as the guardian of the Company's core values (Dignity, Diversity, Development) and to represent the diverse interests of the LGBTQ+ community.

20.3 **Composition:** The CAB shall consist of between 10 and 15 members, appointed by the Board of Directors following an open application process. The composition must include representation from:

- (a) LGBTQ+ Charities;
- (b) LGBTQ+ Community Representatives
- (c) Transgender advocacy groups;
- (d) Queer People of Colour (QPOC) community leaders;
- (e) Residents' associations of the Gay Village;
- (f) Queer artists and performers.

20.4 The CAB shall meet at least four times per year.

20.5 The CAB shall elect its own Chair, who shall have the right to attend meetings of the Board of Directors as an observer (without a vote on the Board of Directors, unless separately appointed).

20.6 Voluntary Status: Members of the Community Advisory Board shall serve on a voluntary basis and shall not receive remuneration for their services. They may be reimbursed for reasonable and proper out-of-pocket expenses incurred in the performance of their duties, subject to the Company's expenses policy.

21. Powers of the Community Advisory Board

21.1 The Directors must consult with the CAB on the strategic direction of the Pride Festival, the annual theme, and the charitable giving strategy.

21.2 **Open Book Accounting:** The Directors must provide the CAB with quarterly financial reports, detailing cash flow, creditor positions, and forecast outturn, to ensure transparency and accountability.

22. Reserved Matters (The "Golden Share" Mechanism)

22.1 **Entrenchment:** This Article 22 is an Entrenched Provision for the purposes of section 22 of the Companies Act 2006. It may only be amended or repealed with the unanimous consent of the Members *and* the Prior Written Consent of the Community Advisory Board.

22.2 Notwithstanding the general authority of the Directors under Article 8, the Company shall not sanction, approve, or implement any decision regarding the Reserved Matters listed in Article 22.3 without the Prior Written Consent of the Community Advisory Board.

22.3 The Reserved Matters are:

(a) **Location Veto:** Any proposal to move the primary elements of the "Pride Village Party" or the "Vigil" outside the boundaries of the Gay Village (as defined in Article 1).

(b) **Charity Veto:** Any alteration to the beneficiaries of surplus revenue designated for charitable donation, or any change to the definition of the Asset Locked Consortium (except where a Consortium member has ceased to exist).

(c) **Theme Approval:** The final selection of the annual Pride Festival theme.

(d) **Dissolution:** Any proposal to voluntarily wind up the Company.

22.4 For the purposes of this Article, "Prior Written Consent" means a resolution passed by a simple majority of the members of the CAB and signed by the Chair of the CAB.

22.5 Any resolution passed by the Directors or Members in contravention of Article 22.2 shall be void.

DECISION MAKING BY DIRECTORS

23. Directors to take decisions collectively Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 24.

24. Unanimous decisions 24.1 A decision of the Directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

MEMBERS

26. Becoming a Member

26.1 The subscribers to the Memorandum are the first members of the Company.

26.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

26.3 Membership is open to:

(a) Businesses operating within the Gay Village (represented by the VLBA or individual operators who provided start up funding);

(b) The Directors of the Company;

(c) Such other stakeholders as the Directors may from time to time approve.

27. Termination of Membership

27.1 Membership is not transferable.

27.2 A person's membership terminates when that person dies or ceases to exist.

27.3 The Directors may resolve to terminate the membership of any Member if the Member:

(a) fails to attend three consecutive Annual General Meetings; or

(b) fails to respond to a written request from the Company to confirm their wish to remain a Member within 28 days of such request being sent to the Member's address or email as entered in the register of members.

27.4 Before terminating a membership under Article 27.3, the Directors must give the Member 14 days' written notice of their intention to terminate the membership and the reason for doing so. If the Member provides a satisfactory explanation within this period (in the reasonable opinion of the Directors), the termination shall not take effect.

ADMINISTRATIVE ARRANGEMENTS

32. Means of Communication to be Used

32.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be

sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

33. Indemnity and Insurance

33.1 Subject to article 33.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled: (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer.

33.2 The Company may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

SCHEDULE TO THE ARTICLES: INTERPRETATION

Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:
 - **"Articles"** means the Company's articles of association;
 - **"Community"** means the community referred to in Article 2;
 - **"Companies Act 2006"** means the Companies Act 2006 as in force from time to time;
 - **"Director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called.
 - **"Electronic form"** has the meaning given in section 1168 of the Companies Act 2006.