

THE COMPANIES ACTS 1985 AND 1989

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF THE

**NEW MILLS AND DISTRICT VOLUNTEER CENTRE
(As amended 10th July 2006)**

1 The name of the Company is the New Mills and District Volunteer Centre (hereinafter called "the Charity" and the Directors of the Charity are called "the Trustees").

2 The registered office of the Charity is situated in England.

3 The objects for which the Charity is established are:

to promote any charitable purpose for the benefit of the residents of New Mills and District ("the Area of Benefit") by associating together volunteers in a common effort to advance education, to protect health and to relieve poverty, sickness and distress, and in furtherance of these objects but not otherwise through

- 3.1 promoting volunteering
- 3.2 the provision of a volunteer centre
- 3.3 giving advice and support to volunteers

4 In furtherance of the objects but not otherwise, the Charity shall have the following powers:

- 4.1 to promote, provide and carry on or assist in any way in the promotion, provision and carrying on facilities of any kind pursuant to the objects and to arrange and hold meetings, conferences and lectures;
- 4.2 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which may be thought fit, subject to such consents as may be required by law;

- 4.3 to borrow or raise money on such terms and on such security as may be thought fit, subject to such consents as may be required by law;
- 4.4 to sell, let, mortgage, lease, dispose of or turn to account all or any part of the property of the Charity, subject to any consents required by law;
- 4.5 to raise funds and to invite and receive contributions, donations, endowments, gifts, bequests and loans of money, rents, buildings and other property whatsoever, real or personal and subject to such consents as may be required by law;
- 4.6 to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity;
- 4.7 to invest the monies of the Charity not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.8 to enter into contracts or service level agreements with statutory authorities and trusts relevant to the pursuit of the above objects;
- 4.9 to establish and support or aid in the establishment and support of any charitable associations or institutions having similar objects to those of the Charity and to subscribe or guarantee money for such charitable purposes.;
- 4.10 to carry out all or any of the objects of the Charity and to do all or any of the above acts, matters or things and to exercise all or any of the above powers in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others and either by or through agents, trustees or otherwise;
- 4.11 to employ such staff (who will not be Trustees) **without the prior written approval of the Charity Commissioners** as are necessary for the proper pursuit of the objects and to make all reasonable and necessary contributions to ensure that staff are provided with pensions and superannuation;
- 4.12 to appoint and constitute such advisory committees as the trustees may think fit;

4.13 to delegate to any one or more of the Trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such Trustee(s), provided that the Board shall exercise reasonable supervision over any Trustee(s) acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them;

4.14 to do all such other lawful things as are necessary to the attainment of the above objects provided that

4.14.1 In case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall deal with or invest the same only in such manner allowed by law, having regard to such trusts.

4.14.2 The Charity's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4.14.3 In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Trustees shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees have been if no incorporation had been effected, and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Trustees, but they shall as regards such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.

5 The income and property of the Charity shall be applied solely towards the promotion of the objects of the Charity as set forth in the 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 or Trustees of the Charity and no member of the Trustees shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth **without the prior written approval of the Charity Commissioners** from the Charity.

Provided that nothing herein shall prevent the payment in good faith by the Charity:

- 5.1 of the professional charges for business done by a Trustee for the time being who is also a solicitor, accountant or other person engaged in a profession may charge and be paid the usual professional charges for business done by that Trustee or their firm when instructed by other members of the Board to act in a professionally on behalf of the Association, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which their own instruction or remuneration, or that of their firm, is under discussion.
- 5.2 of reasonable and proper interest on money lent by any member of the Charity, or reasonable and proper rent for premises let by any member of the Charity but that no Trustee receive any remuneration or be interested in the supply of work or goods at the cost of the Charity. Such interest shall not exceed 2% less than the published base lending rate of a clearing bank- selected by the Trustees;
- 5.3 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a member of the Board) for any service rendered to the Charity;
- 5.4 of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee;
- 5.5 of fees, remuneration or other benefit in money or money's worth to any company or Charity of which a member of the Charity may be a member holding not more than 1/100th part of the capital of the company or Charity;
- 5.6 to any Trustee of reasonable and out-of-pocket expenses

6 The liability of the members is limited.

7 Every member of the Charity undertakes to contribute such amount s may be required (not exceeding £1) to the assets of the Charity in the event of the same being wound up while she or he is a member or within one year after she/he ceases to be a member, for payment of the Charity's debts and liabilities contract before she/he 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.

- 8 If upon winding up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institutions having objects similar to the objects of the Charity, 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 Charity under or by virtue of this memorandum, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution, with preference being given to charitable institutions that serve the Area of Benefit, or in default thereof by such court of law as may be given to such provisions then to some other charitable object or objects.