

A Company Limited by Guarantee and not having a share capital

**Memorandum and Articles of Association
for the Horsham Area Council for Voluntary Service**

Horsham Area Council For Voluntary Service

1. The name of the Charity will be HORSHAM AREA COUNCIL FORVOLUNTARY SERVICE hereinafter called "the Charity".
2. The registered office of the Charity will be situated in England.
3. The Charity's objects ("the objects") are:
 - a) to promote any charitable purposes for the benefit of the community in the local government district of HORSHAM and its neighbourhood, (surrounding and adjacent areas) and hereinafter called "the area of benefit". In particular, for the advancement of education, the protection of health and the relief of poverty, distress and sickness;
 - b) to promote and organise co-operation in the achievement of the above purposes and to that end to bring together in council representatives of the voluntary organisations and statutory authorities within the area of benefit.
4. The Charity shall have the following powers exercisable in furtherance of the said objects:
 - 4.1 To promote, provide and carry on or assist in any way in the promotion, provision and carrying on of facilities of any kind pursuant to the objects and to arrange and hold meetings, conferences and lectures.
 - 4.2 Subject to such consents as may be required by law, 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 the Charity may think necessary for the promotion of its objects.
 - 4.3 Subject to such consents as may be required by law to borrow or raise money for the furtherance of the objects of the Charity in such manner and on such security as the Charity may think fit and to mortgage and charge the undertaking and all or any of the real or personal property and assets, present or future of the Charity.
 - 4.4 To solicit, receive and accept financial assistance, donations, endowments, gifts, (both Testamentary and *inter vivos*), devises, bequests and loans of money, rents, hereditament and other property whatsoever, real or personal and subject or not to any specific Charitable Trusts or conditions.

Horsham Area Council For Voluntary Service

- 4.5 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 4.6 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.
- 4.7 To accept payment for the property or assets sold or otherwise disposed of or dealt with by the Charity, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or other securities (which such Charity or corporation is empowered to issue) of any Charity or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend, interest or repayment of capital or otherwise, or partly in cash and partly in shares or securities and generally on such terms as the Charity decides, and to hold, dispose of or otherwise deal with any shares or securities so acquired.
- 4.8 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Charity and which by its governing instrument prohibited the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any such charitable organisation institution, society or body.
- 4.9 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. Provided always that the Charity shall not undertake any activities of a permanent trading nature.
- 4.10 To lend any part of the monies of the Charity and to do so with or without interest and in the case of a loan not exceeding £20 with or without security the Charity may reasonably require and consider sufficient, to enter into guarantees, contracts of indemnity and suretyships of all kinds and to become surety or to offer security for any persons, firms or companies.

Horsham Area Council For Voluntary Service

- 4.11 To engage and pay agents not being members of the Board of Directors of the Charity ("the Board") and to make all reasonable and necessary provision for the payment of pensions and superannuation to and on behalf of employees, former employees and their widows and other dependants.
- 4.12 To establish and support or aid in the establishment of and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- 4.13 To do all such other lawful things as are necessary to the attainment of the above objects or any of them. Provided that :
 - 4.13.1 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.
 - 4.13.2 The Charity's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - 4.13.3 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 Directors of the Charity 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 administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority excisable by the Chancery Division or the Charity Commissioners (over the Directors or governing body) but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.

Horsham Area Council For Voluntary Service

5. The income and property of the Charity whencesoever derived, 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 directors of the Charity. Provided that nothing herein shall prevent the payment in good faith by the Charity:
 - 5.1 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 director or member of the Board and no other person appointed director by them may receive any remuneration or be interested in the supply of work or goods at the cost of the Charity
 - 5.2 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a member of the Board)
 - 5.3 of fees, remuneration or other benefit in money or monies worth to any Charity of which the Charity may be a member holding not less than 1/100th part of the Capital of the Charity.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of debts 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 one pound.
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 profit from 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 or in default thereof by such court of law as may be given to such provisions then to some other charitable object or objects.

Horsham Area Council For Voluntary Service

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Charity in pursuance of this Memorandum of Association.

Full names and addresses

Signatures

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated this ____ day of _____ 20__

Horsham Area Council For Voluntary Service

Witness to the above signatures

Full name and address

Signature
