

## **The Companies Acts 1985 to 1989**

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

#### **Memorandum of Association**

**of**

#### **NUNEATON WOMEN'S MULTICULTURAL RESOURCE CENTRE**

1. The Company's name is "NUNEATON WOMEN'S MULTICULTURAL RESOURCE CENTRE" (and in this document it is called "the Charity")
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects ("the Objects") are:
  - (1) To promote the benefit of all women, in particular women from ethnic minority communities but without prejudice to the generality of the foregoing women from ethnic minority communities in the areas of Nuneaton and Bedworth and their environs, without distinction of disability, sexual orientation, or political, religious, cultural or other opinions, by associating together women and other community groups, voluntary organisations and statutory and other authorities in a common effort to relieve financial need, to advance education and training, to promote good mental and physical health and to relieve unemployment for the public benefit in such ways as may be thought fit, including assistance to find employment, and to provide facilities for recreation and leisure-time occupation in the interests of social welfare with the object of improving their conditions of life;
  - (2) To maintain, manage and improve a community centre for the activities promoted by the Charity and associated bodies in furtherance of the above Objects.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - (1) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Charity or calculated to further its Objects;
  - (2) To undertake and execute any charitable trusts which may be lawfully undertaken by the Charity and may be necessary to its Objects;
  - (3) To undertake and commission and publish the useful results of research into relevant issues, and to run lectures, seminars, conferences and courses;
  - (4) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
  - (5) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Charity may think necessary for the promotion of its Objects, and to construct, maintain and alter any buildings or erections which the Charity may think necessary for the promotion of its Objects;
  - (6) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Charity subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;

- (7) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Charity's Objects or any of them and to hold funds in trust for same;
- (8) Subject to such consents as may be required by law (if any) to borrow or raise money for the Charity on such terms and on such security as may be thought fit, PROVIDED THAT the Charity shall not undertake any substantial permanent trading activities in raising funds for the Objects of the Charity;
- (9) To open and operate bank accounts and other facilities for banking in the name of the Charity;
- (10) To engage or employ such personnel (not being Trustees of the Charity), whether as employees, consultants, advisers or however, as may be required for the promotion of the Objects of the Charity, and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants;
- (11) To invest the moneys of the Charity not immediately required for its own purposes 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 for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (12) To apply monies in insuring any buildings being the property of the Charity at their full value;
- (13) To obtain, acquire and purchase all necessary permits, licences or trade marks and other intellectual property rights required for the purpose of enabling the Charity to carry on its Objects upon such terms and conditions as it may think fit;
- (14) To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (15) To do all such other lawful things as are necessary for the achievement of the Objects.

PROVIDED THAT

- (16) In case the Charity shall take or hold any property, which may be subject to any trusts the Charity, shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee 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 from the Charity; PROVIDED THAT nothing in this document shall prevent any payment in good faith by the Charity;
- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; 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 his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - (2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;

- (3) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
  - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  - (5) of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a Member of the Charity or is represented on the Board of Trustees, PROVIDED THAT any such assistance is exclusively in respect of charitable activities in furtherance of the Objects of the Charity;
  - (6) of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee;
  - (7) to any trustee of reasonable out-of-pocket expenses
6. The liability of the members is limited.
  7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she 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 the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution, and if that cannot be done then to some other charitable object.
  9. No amendment shall be made to the memorandum or articles of association of the Charity, which would have the effect of causing the Charity to cease to be a charity in law.