

COMPANIES ACTS 1985 & 1989

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

**MEMORANDUM
OF ASSOCIATION
OF
ASSOCIATION OF VOLUNTEER
MANAGERS LIMITED**

**Kirkpatrick & Lockhart
Preston Gates Ellis LLP**
110 Cannon Street London EC4N 6AR
Tel: +44 (0)20 7648 9000
Fax: +44 (0)20 7648 9001
Ref: RXD

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**MEMORANDUM
OF
ASSOCIATION OF
ASSOCIATION OF VOLUNTEER MANAGERS LIMITED**

1. **NAME**

The name of the Company is Association of Volunteer Managers Limited (the "**Association**").

2. **REGISTERED OFFICE**

The registered office of the Association is to be in England and Wales.

3. **OBJECTS**

The objects of the Company (the "**Objects**") are to promote the management of volunteers for the benefit of the public by:

- 3.1 liaising with charities, voluntary organisations, government agencies, private sector bodies and other groups on relevant issues;
- 3.2 providing information, advice, training, conferences and seminars on subjects relevant to the management of volunteers;
- 3.3 providing information to the press and the public on the management of volunteers;
- 3.4 acting as a representative of volunteer managers in relation to policies and legislation.

4. **POWERS**

The Association has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research;
- 4.2 To provide advice;
- 4.3 To publish or distribute information;
- 4.4 To co-operate with other bodies;
- 4.5 To support, administer or set up other charities;
- 4.6 To raise funds (but not by means of taxable trading);
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.8 To acquire or hire property of any kind;
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.10 To make grants or loans of money and to give guarantees;
- 4.11 To set aside funds for special purposes or as reserves against future expenditure;
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.13 To delegate the management of investments to a financial expert. but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Directors;
 - (b) every transaction is reported promptly to the Directors;
 - (c) the performance of the investments is reviewed regularly with the Directors;
 - (d) the Directors are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;

- (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt;
 - (g) the financial expert must not do anything outside the powers of the Directors;
- 4.14 To arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required;
 - 4.15 To insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required;
 - 4.16 To insure the Directors and other officers against the costs of a successful defence to a criminal prosecution brought against them as Association directors or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - 4.17 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers;
 - 4.18 To enter into contracts to provide services to or on behalf of other bodies;
 - 4.19 To establish subsidiary companies to assist or act as agents for the Association;
 - 4.20 To pay the costs of forming and maintaining the Association;
 - 4.21 To receive and accept any gift of money, property or other assets, whether subject to any special trust or not;
 - 4.22 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
 - 4.23 To make any charitable donation, grant or other payment in cash and/or other assets;
 - 4.24 To establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Association;
 - 4.25 To amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Association and which prohibit the payment of any dividend or profit to, and the distribution of, any of their assets amongst their members at least to the same extent as

such payments or distributions are prohibited in the case of members of the Association by this Memorandum of Association;

- 4.26 To do all of the above things in any part of the World and to act, as principals, agents, corporate trustees of any trust or other unincorporated association, contractors or in any other capacity permitted by law, either alone or in conjunction with others and by or through agents, trustees, sub-contractors or otherwise; and
- 4.27 To do anything else within the law which promotes or helps to promote the Objects.

5. **BENEFITS TO MEMBERS AND DIRECTORS**

5.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the members of the Association but:

- (a) members who are not Directors may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied and reimbursement of expenses;
- (b) members (including Directors) may be paid interest at a reasonable rate on money lent to the Association;
- (c) members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Association;
- (d) individual members who are not Directors but who are beneficiaries may receive charitable benefits in that capacity.

5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:

- (a) as mentioned in Clauses 4.16, 5.1(b), 5.1(c) or 5.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;
- (c) an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings);
- (d) payment to any company in which a Director has no more than 1 per cent shareholding;
- (e) in exceptional cases, other payments or benefits.

5.3 Any Director (or any firm or company of which a Director is a member or employee) may enter into a contract with the Association to supply goods or services in return for a payment or other material benefit but only if:

- (a) the goods or services are actually required by the Association;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set out in accordance with the procedure in Clause 5.4;
- (c) no more than one half of the Directors are subject to such a contract in any financial year.

5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:

- (a) declare an interest at or before discussion begins on the matter and provide such relevant information as the Directors require to evaluate the conflict and take pertinent action;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

6. **LIMITED LIABILITY**

The liability of members is limited.

7. **GUARANTEE**

Every member promises, if the Association is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Association while the contributor was a member.

8. **DISSOLUTION**

If the Association is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; and
- (b) directly for the Objects or charitable purposes within or similar to the Objects.

9. **INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

Name and Addresses of Subscribers

Signatures of Subscribers

●

●

Dated ● 2007

Witness to the above signatures

Signature

Name

Address

.....

.....

Occupation