

A Charitable Company Limited by Guarantee and not having a share capital

Memorandum and Articles of Association for Greenwich Action for Voluntary Service (GAVS)

1. The name of the Charity will be Greenwich Action for Voluntary 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 primarily but not exclusively in the local government district of the London Borough of Greenwich and also in partnership across London (hereinafter called "the area of benefit") and, in particular, the advancement of education, the protection of health and the relief of poverty, distress and sickness;
 - b) to establish and maintain a council for voluntary service to support the Voluntary, Community and Faith Sector (hereinafter called the sector) that is to the benefit of the community in the London Borough of Greenwich;
 - c) to be an advocate for the sector, ensuring that the voice of the sector is heard and that a greater understanding of its needs and challenges is gained by its strategic partners.
4. The Charity shall have the following powers exercisable in furtherance of the said objects:
 - 4.1 To bring together in conference and partnerships representatives of voluntary organisations, Government departments, statutory authorities and individuals to promote and organise co-operation
 - 4.2 To promote to the sector the services of local, regional and national Infrastructure groups who are able to provide support, information and professional advice
 - 4.3 To write, print or publish, or procure the writing, publishing or printing of booklets, pamphlets, reports, leaflets, journals, films and instructional matter
 - 4.4 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 or provide for either alone or with others the holding of exhibitions, meetings, lectures, classes, seminars or training courses and all forms of recreational and other leisure activities.

- 4.5 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.
- 4.6 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.
- 4.7 To solicit, receive and accept financial assistance, donations, endowments, gifts, (both Testamentary and *inter vivos*), devices, 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.
- 4.8 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 4.9 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.
- 4.10 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.
- 4.11 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.

- 4.12 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 Article 6 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.
- 4.13 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.
- 4.14 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 person, firms or companies.
- 4.15 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.
- 4.16 To provide indemnity insurance to cover the liability of the members of the Board of Trustees, (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity ; (ii) to make contributions to the assets of the Charity in accordance with provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) shall not extend to any claim arising from any act or omission which the members of the Board of Trustees knew to be breach of trust or breach of duty or which was committed by the members of the board of Trustees in reckless disregard of whether it was a breach of trust or breach of

duty or not and provided also that any insurance shall not extend to the costs of a unsuccessful defence to a criminal prosecution brought against the Board of Trustees in their capacity as directors of the Charity and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Board of Trustees member's liability in her or his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

- 4.17 To open and operate bank accounts and other facilities for banking in the name of the Charity
- 4.18 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.
- 4.19 To do all such other lawful things as are necessary to the attainment of the above objects or any of them. Provided that :
 - 4.19.1 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.
 - 4.19.2 The Charity's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - 4.19.3 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.

5. The Charity and its activities shall be non-party political, non-sectarian in religion and non-discriminatory of race or sexual orientation.
6. The income and property of the Charity whencesover 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 Chairty:
 - 6.1 of the usual professional charges for business done by any Board of Trustees member who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board of Trustees benefit under this provision and that Board of Trustees member shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion.
 - 6.2 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 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
 - 6.3 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a member of the Board)
 - 6.4 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.
 - 6.5 of grants, loans, donations or any 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.
 - 6.6 To any member of the Board of Trustees in respect of reasonable out-of-pocket expenses

7. The liability of the members is limited.
8. 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 ceases to be 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.
9. 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.
10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Charity to cease to be a charity in law.