

**Memorandum of Association of**  
**YORK**  
**COUNCIL FOR VOLUNTARY SERVICE**

*A COMPANY LIMITED BY GUARANTEE*

(as amended by Special Resolution on 27<sup>th</sup> September 2001)

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**Name**

1. The name of the company is "York Council for Voluntary Service" (referred to in this document as "the CVS").

**Registered office**

2. The registered office of the CVS will be situated in England.

**Objects**

3. The CVS has the following main objects so far as such objects may be deemed by law to be charitable:
  - (a) To work for the benefit of the City of York and its neighbourhood, and, in particular, by quickening the spirit of fellowship and social service and undertaking and assisting in social work and activities, and the promotion of social welfare of every kind in the said City and its neighbourhood.
  - (b) To initiate, promote and assist any schemes, enterprises or activities for the benefit of the inhabitants of the said City and its neighbourhood, or otherwise calculated to advance the practice of good citizenship.
  - (c) To promote assist and encourage the advancement of education in the City of York and its neighbourhood and especially on matters concerning social welfare.
  - (d) To assist and collaborate with national, municipal, regional, local and other authorities, bodies, persons or agencies doing work for the public welfare or benefit, to facilitate co-operation and co-ordination between such authorities, bodies, persons or agencies, and to act, on request, as the local representative or agent of, and to provide office accommodation and clerical assistance for, any such authority, body, person or agency.



- (e) To procure train and supply voluntary workers for social work of all kinds, and to assist them in doing such work, and to act as a focus for personal service for the public good.
- (f) To provide information and advice for those who may be in need of it and to act as the neighbourly counsellor and helper of any persons who may be in difficulty or distress.
- (g) To undertake and execute any trusts or obligations for the furtherance of the foregoing objects or any of them.

#### **Powers**

4. In furtherance of the above but not otherwise, the CVS shall have the following powers:
  - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the CVS may think necessary for the promotion of its objects;
  - (b) To construct, maintain, alter and pull down any buildings or erections as the CVS may think necessary for the promotion of its objects;
  - (c) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the CVS's objects or any of them and to hold funds in trust for same;
  - (d) Subject to such consents as may be required by law (if any) to borrow or raise money for the CVS on such terms and on such security as may be thought fit;
  - (e) To make grants or donations or loans or annual payments to any body or person for the furtherance of the main objects of the CVS or any of them;
  - (f) 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 CVS or calculated to further its objects;
  - (g) To promote or oppose, or join in promoting or opposing, movements and measures affecting or likely to affect any of the main objects of the CVS;
  - (h) To invest the moneys of the CVS 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;
  - (i) 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 CVS subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;

- (j) To engage or employ such personnel (not being Trustees of the CVS), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the CVS;
- (k) To provide for the welfare of employees or ex-employees of the CVS and their families or relations by grants of money, pensions or otherwise, and in particular with that object to create operate contribute to or participate in a pension fund or superannuation scheme;
- (l) To open and operate bank accounts and other facilities for banking in the name of the CVS;
- (m) To commission and publish the useful results of research into relevant issues, and to run lectures, seminars, conferences and courses;
- (n) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
- (o) To enter into any arrangements with any authority (supreme, municipal, local or of any other sort) for the furtherance of any of the main objects of the CVS and to obtain from any such authority any rights, privileges, or concessions which it may seem desirable to obtain for the furtherance of any of the main objects of the CVS and to carry out and comply with any such arrangements, rights, privileges and concessions;
- (p) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them;

**PROVIDED THAT:**

- (q) In case the CVS shall take or hold any property which may be subject to any trusts, the CVS shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (r) In carrying out its objects, the CVS shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.

**Application of income and property**

- 5. The income and property of the CVS shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the Members of the CVS, and no member of the CVS's Board of Trustees shall be appointed to any office of the CVS paid by salary or fees or receive any remuneration or other benefit in money or money's

worth from the CVS, PROVIDED THAT nothing shall prevent any payment in good faith by the CVS:

- (a) 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 her or his, when instructed by the CVS 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 her or his appointment or remuneration, or that of her/his partner, is under discussion, and provided also that nothing shall authorise a Trustee or his/her firm to act as auditor to the CVS;
- (b) Of interest on money lent by any Member or Trustee of the CVS at a rate per annum not exceeding 2 per cent above the base lending rate of the CVS's bankers or 3 per cent, whichever is the greater;
- (c) Of reasonable and proper rent for premises demised or let by any Member or Trustee of the CVS;
- (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of the company;
- (e) 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 CVS 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 CVS;
- (f) To any Trustee in respect of reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Trustees or General Meetings of the CVS or in connection with the business of the CVS.

#### **Members' limited liability**

- 6. The liability of the Members is limited.
- 7. Every organisation which is a Full Member of the CVS undertakes to contribute to the assets of the CVS in the event of the same being wound up during the time it is a Member, or within one year afterwards, for the payments of the debts and liabilities of the CVS contracted before the time at which it ceased to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding twenty-five pence.

### **Dissolution**

8. If upon the winding up or dissolution of the CVS there remains, after the satisfaction of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the CVS but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the CVS and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the CVS under or by virtue of clause 5 above, such institution or institutions to be determined by the Members of the CVS at or before the time of dissolution or, in so far as effect cannot be given to this provision, then to some other charitable purpose.