



Companies Acts 1985 – 2006

Private Company Limited by Guarantee

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE COLLEGIATE CENTRE FOR VALUES EDUCATION FOR LIFE**

Amended by Special Resolution Passed on 25<sup>th</sup> June 2009

Company Number: 3618159

1. Name

The name of the Charity is The Collegiate Centre for Values Education for Life.

2. Registered Office

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

3. Objects

The **Objects** are:-

- a) to advance the education of people through the provision of personal, social and health education;
- b) to advance the development of people through the provisions of spiritual, moral, social and cultural education;
- c) to promote amongst such people civil responsibility and good citizenship;
- d) to publish the useful results of research into the same so as to enable them to develop their capacity and skills as individuals and members of society in such a way that they are better able to identify and help meet their needs and to participate more fully in society.

#### 4. Powers

The Charity 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).
- 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).
- 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 in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary 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:

- (1) the investment policy is set down in writing for the financial expert by the Trustees;
  - (2) every transaction is reported promptly to the Trustees;
  - (3) the performance of the investments is reviewed regularly with the Trustees;
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (6) 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 Trustees on receipt; and
  - (7) the financial expert must not do anything outside the powers of the Trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17 To pay for indemnity insurance for the Trustees.
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.19 To enter into contracts to provide services to or on behalf of other bodies.
- 4.20 To establish or acquire subsidiary companies to assist or act as agents for the Charity.

4.21 To pay the costs of forming the Charity.

4.22 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but members (including Trustees) may:

5.1.1 be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

5.1.2 be paid interest at a reasonable rate on money lent to the Charity; and

5.1.3 be paid a reasonable rent or hiring fee be reimbursed for being out of pocket for property or equipment let or hired to the Charity.

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

5.2.1 as mentioned in clauses 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent) or 5.3 (employment and contractual payments);

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity or promotion of the Objects of the Charity;

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and

- 5.2.5 in exceptional cases, other payments for benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee or a connected person may be employed by or enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 5.3.1 the goods or services are actually required by the Charity;
  - 5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4;
  - 5.3.3 less than one half of the Trustees are employed by the Charity and/or interested in such a contract in any financial year; and
  - 5.3.4 there is compliance with sections 73A and 73F of the Charities Act 1993 to the extent not already covered by sub-clauses 5.3.1 to 5.3.3 above.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 5.4.3 not be counted in the quorum for that part of the meeting; and
  - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6. Limited Liability

The liability of the Members is limited.

7. Guarantee

Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while she/he or it is a Member (or within one year after she/he or it ceases to be a Member) for payment of the debts and liabilities of the Company contracted before she/he or it ceased to be a Member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

8. Dissolution

8.1 If the Charity 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:

- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 8.1.2 directly for the Objects or for charitable purposes which are written or similar to the Objects;
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance;

with a final report and statement of account being sent to the Commission.