

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

## Hogarth Charitable Trust Company Limited

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1. The name of the Company is 'Hogarth Charitable Trust Company Limited'.
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company shall be to promote the benefit of young people of the London Borough of Hounslow without distinction of gender, sexual orientation, nationality or race, or of religious or other opinions by the provision of facilities in the interests of social welfare for recreation and leisure time occupation with the aim of improving the quality of life for young people, and in particular, to provide an alternative to residential care and custody for young people in trouble.
4. In furtherance of the above objects, but not otherwise, the Company shall have the following powers:
  - a) To maintain and manage a Youth Recreation Centre alone or in conjunction with a local authority or other body;
  - b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Company may think necessary for the promotion of its objects;
  - c) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - d) To publish books, pamphlets, reports, leaflets, journals, audio tapes, video tapes, films and instructional matter and to run lectures, seminars, conferences and courses;
  - e) To obtain, collect and receive money and funds by way of contributions, donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;
  - f) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Company on such terms and on such security as may be thought fit;
  - g) 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 Company or calculated to further its objects;



- h) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
- i) To invest the monies of the Company 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 as hereinafter provided;
- j) 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 Company subject to the provisions of this Memorandum of Association;
- k) To engage or employ such personnel (not being members of its Management Committee), whether as employees, consultants or advisers, as may be required for the promotion of the objects of the Company;
- l) To open and operate bank accounts and other facilities for banking in the name of the Company;
- m) To enter into any contracts with statutory, voluntary or other bodies as are considered necessary or convenient for the achievement of the Company's objects;
- n) To raise funds and invite and receive contributions from any person and *persons whatsoever by way of subscription and otherwise provided that the Company shall not undertake any substantial permanent trading activities in raising funds for the said objects;*
- o) To provide indemnity insurance to cover the liability of the members of the Management Committee, (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 Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee 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 an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Board member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation
- 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 Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
  - r) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. In carrying out its objects the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in access to facilities provided by the Company.
6. The income and property of the Company 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 Company; PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
- a) Of the usual professional charges for business done by any Management Committee 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 Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Management Committee benefit under this provision and that a Management Committee member shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion; and provided also that nothing shall authorise a Management Committee member or her/his firm to act as auditor to the Company.
  - b) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers from time to time;
  - c) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee);
  - d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee 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 Company or of its Management Committee or is represented on the Management Committee provided that any such assistance is in respect of charitable activities in furtherance of the objects of the Company;
  - f) Of payment of any premium in respect of any insurance as permitted by clause 4(o);
  - g) To any member of the Management Committee in respect of reasonable out-of-pocket expenses;
7. The liability of the members is limited.

8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases 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 one pound.
9. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions active in the Company's area of benefit and having objects similar to or compatible with any of the objects of the Company as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company.
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 Company to cease to be a charity in law or to be a company to which section 30 of the Companies Act 1985 does not apply.

*SW/ICOM 1999*