

# Companies Acts 1985 & 1989

Company limited by guarantee and  
not having a share capital

Memorandum of Association of

## **ASYLUM WELCOME**

1. NAME

The name of the Company is ASYLUM WELCOME  
(the Charity')

2. REGISTERED OFFICE

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

3. OBJECTS

The charity's objects are to provide charitable assistance, operating principally from Oxfordshire, for the relief of poverty, sickness and distress and for educational purposes, for the benefit of asylum seekers, refugees and vulnerable migrants who have a humanitarian need for assistance in the UK, including those detained within the legal or penal system.

4. POWERS

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

- 4.1 Power to provide practical support, counselling, interpretation, information, visiting and advisory services, legal advice and assistance, educational services, training and assistance with access to such services, medical advice and assistance with access to such advice, support to families and young people and other services as may be appropriate
- 4.2 Power to support asylum seekers, refugees and vulnerable migrants who have a humanitarian need for assistance in the UK, including those detained within the legal or penal system, and to promote an understanding of their needs.
- 4.3 To promote or carry out research
- 4.4 To provide advice
- 4.5 To publish or distribute information
- 4.6 To co-operate with other bodies
- 4.7 To support, administer or set up other charities
- 4.8 To raise funds (but not by means of taxable trading)
- 4.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To acquire or hire property of any kind
- 4.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)

- 4.12 To make grants or loans of money and to give guarantees
- 4.13 To set aside funds for special purposes or as reserves against future expenditure
- 4.14 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)
- 4.15 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.15.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.15.2 every transaction is reported promptly to the Trustees
  - 4.15.3 the performance of the investments is reviewed regularly with the trustees
  - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.15.6 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
  - 4.15.7 the financial expert must not do anything outside the powers of the Trustees
- 4.16 To arrange for investments or other property of the Charity 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 Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.18 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees 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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.20 To enter into contracts to provide services to or on behalf of other bodies
- 4.21 To establish subsidiary companies to assist or act as agents for the Charity
- 4.22 To pay the costs of forming the Charity
- 4.23 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 of the Charity but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity

- 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 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 4.16, 5.1.2, 5.1.3 or 5.3.
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running 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
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Charity
  - 5.3.2 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 in accordance with the procedure in clause 5.4
  - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter and, if a User Trustee, declare whether such interest is direct or indirect
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information or unless a majority of the Trustees agree that the interests of the User Trustee are indirect and that the User Trustee affected may remain
  - 5.4.3 not be counted in the quorum for that part of the meeting unless a majority of the Trustees agree that a User Trustee is indirectly affected and may be counted in the quorum
  - 5.4.4 withdraw during the vote and have no vote on the matter unless a majority of the Trustees agree that a User Trustee is indirectly affected and may vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## 6. LIMITED LIABILITY

The liability of members is limited

## 7. GUARANTEE

Every member promises, if the Charity 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 Charity while the contributor was a member

## 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 charitable purposes within or similar to the Objects
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## 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