

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985 AND 1989

MEMORANDUM OF ASSOCIATION of RAPAR (Refugee and Asylum seeker
Participatory Action Research)

1. The name of the Association (hereinafter called 'The Company') is RAPAR.
2. The registered office of the Company will be situated in England.
3. The Company is established: To promote the well being, health, education and safety of refugees and asylum seekers and displaced persons within the Manchester, Salford and Trafford areas.
4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
 - (a) to write, print or otherwise reproduce by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents about any aspect of the objects of the Company;
 - (b) to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
 - (c) to promote research, scientific investigation and development into any aspect of the objects of the Company and to disseminate the useful results of any such research for the public benefit;
 - (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
 - (e) to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
 - (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
 - (g) to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;

(h) subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;

(i) to construct, maintain and alter buildings or erections;

(j) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the company or such trade is temporary and ancillary to the carrying out of the said objects;

(k) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;

(l) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

(m) to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;

(n) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;

(o) to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;

(p) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Company;

(q) to purchase indemnity insurance to cover the liability of the Committee which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee knew to be a breach of trust or breach of duty or which was committed by the Committee in reckless disregard of whether it was a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Committee in their capacity as Directors of the Company;

(r) to employ and pay such staff (who shall not be members of the Committee) to supervise, organise, carry on the work of and advise the Company;

(s) to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;

(t) to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants;

(u) to purchase insurance to cover any buildings or other property to their full value;

(v) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

(w) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

(x) to establish where necessary local branches (whether autonomous or not);

(y) to do all such other lawful things as shall further the above objects or any of them.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this 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 members of the Company and no member of its Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:

(a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Company not being a member of its Committee for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Committee at not less than 2% below the minimum lending rate of a clearing bank selected by that Committee;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Committee;

(d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Committee may also be a member holding not more than 1/100th part of the capital of that company;

(e) of out-of-pocket expenses to any member of its Committee and

(f) of any premium paid for insurance to cover the liability of the Committee as provided for in Clause 4(q) of this Memorandum;

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1).

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