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**THE COMPANIES ACTS 1985 AND 1989**  
**Company Limited by Guarantee and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**JOINT COUNCIL FOR THE WELFARE OF IMMIGRANTS**

**1. Name of Company**

The name of the Organisation is **Joint Council for the Welfare of Immigrants**, called in this document "the Organisation".

**2. Registered Office**

The registered office of the Organisation will be in England and Wales.

**3. Objects of the Organisation**

The objects of the Organisation (the "Objects") are:

- 3.1 to relieve poverty among immigrants, in particular but not exclusively by the provision of advice, counsel, assistance and representation to those who are concerned with or affected by any United Kingdom, European Community and International law in relation to immigration and nationality who could not otherwise obtain such advice, counselling, assistance and representation as a result of their lack of resources;
- 3.2 to advance education and training on the law and related subjects and in particular law that may affect immigrants;
- 3.3 to promote the human rights arising under or by virtue of the Human Rights Act 1988 and the promotion of the Convention Rights as defined by s.1 Human Rights Act including the elimination of the infringement of those rights and the promotion of effective remedies following any breach for the benefit of the public by:
  - (a) advancing education in human rights whether by teaching or producing materials
  - (b) cultivating a sentiment in favour of human rights and raising awareness of Human Rights issues within the United Kingdom including by the use of publications, codes of practice, schemes for employers, award schemes, the media and public advocacy
  - (c) promoting the enforcement of Human Rights in the United Kingdom particularly amongst immigrants, women and all minority communities
  - (d) promoting the sound administration of the law relating to human rights by:
    - (i) the provision of specialist legal advice, assistance and representation to people who are unable to obtain such legal advice, assistance and representation as a result of their lack of resources;
    - (ii) the provision of specialist legal intervention to assist the Courts; and

Agreed by the AGM on 22 November 2006

- (ii) the provision of advice on the institutions, structures and mechanisms by which such law is enforced;

3.5 to promote equality and diversity in the United Kingdom and in particular, but not limited to, the elimination of discrimination on the grounds of race, sex or national origin for the benefit of the public by:

- (a) raising awareness of all aspects of discrimination in society including by publications, lectures, use of the media, public advocacy and other means of communication
- (b) conducting or commissioning research on equality and diversity and publishing the results of the same to the public
- (c) advancing education in equality and diversity whether by teaching or producing materials
- (d) cultivating a sentiment in favour of equality and diversity including by the use of publications, codes of practice, schemes for employers, award schemes, the media and public advocacy
- (e) promoting the sound administration of the law relating to equality issues by:
  - (i) the provision of specialist legal advice, assistance and representation to people who are unable to obtain such legal advice, assistance and representation as a result of their lack of resources;
  - (ii) the provision of specialist legal intervention to assist the Courts; and
  - (iii) the provision of advice on the institutions, structures and mechanisms by which such law is enforced;

3.6 To promote any other purpose which is charitable according to the law of England and Wales.

#### **4. What the Organisation may do**

The Organisation may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:-

- (a) to establish, maintain, promote, foster, co-ordinate and improve facilities for advice, counselling, assistance and representation and the advancement and promotion of social justice and equitable public policy as set out in the Objects and in so doing (where appropriate) to collaborate with others and to encourage the participation and involvement of any other person or organisation concerned with the same;
- (b) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Organisation may need for its Objects;
- (c) to employ and pay or take on a voluntary basis any employees, officers, servants and professional or other advisers;

- (d) subject to any consents required by law to raise funds and borrow moneys, invite and receive contributions or grants, or enter into contracts, seek subscriptions or raise monies in any other way;
- (e) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity;
- (f) to promote, encourage or undertake study or research and disseminate the results of such;
- (g) to produce, print and publish anything in written, oral, visual or electronic media in furtherance of the Objects;
- (h) to provide or procure the provision of services, training, consultancy, advice, support, counselling and guidance in furtherance of the Objects or any of them;
- (i) to promote and advertise the Organisation's activities;
- (j) to invest any money that the Organisation does not immediately need in any investments, securities or properties;
- (k) to undertake any charitable trust or any charitable agency business which may promote the Objects;
- (l) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants;
- (m) to raise funds and carry on trade but not by means of Taxable Trading;
- (n) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the Objects through trading and to establish the same either as wholly owned subsidiaries of the Organisation or jointly with other persons, companies, government departments or local authorities and to finance the same if the members of the Executive see fit by way of loan or share subscription on commercial terms provided that the Organisation shall seek professional legal advice before financing such companies;
- (o) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own;
- (p) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Organisation is authorised to join, and perform any of their engagements;

- (q) to transfer any of the Organisation's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Organisation is authorised to join;
- (r) to open and operate banking accounts and other banking facilities;
- (s) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Objects;
- (t) to insure any risks arising from the Organisation's activities;
- (u) to provide indemnity insurance to cover the liability of the members of the Executive:
  - (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 relation to the Organisation;
  - (ii) to make contributions to the assets of the Organisation in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of (u) (i) shall not extend to:

- (i) any liability resulting from conduct which the members of the Executive knew, or must be assumed to have known was not in the best interests of the Organisation, or which the members of the Executive did not care whether it was in the best interests of the Organisation or not;
- (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the members of the Executive;
- (iii) any liability to pay a fine.

Any insurance in the case of (u) (ii) shall not extend to any liability to make such a contribution where the basis of the member of the Executive's liability is his knowledge prior to the insolvent liquidation of the Organisation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Organisation would avoid going into the insolvent liquidation.

- (v) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners;
- (w) to pay all the expenses and costs of establishing this Organisation;
- (x) to delegate upon such terms and at such reasonable remuneration as the Organisation may think fit to professional investment managers ("the Managers")

the exercise of all or any of its powers of investment provided always that:-

- (i) the Managers are properly authorised to carry on investment business;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Organisation;
- (iii) the Managers shall be under a duty to report promptly to the Organisation any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Organisation within 14 days and report regularly on the performance of investments managed by them;
- (iv) the Organisation shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Organisation shall be bound to review the arrangements for delegation at intervals but so that any failure by the Organisation to undertake such reviews shall not invalidate the delegation;
- (vi) the Organisation shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (y) to permit any investments belonging to the Organisation to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Organisation and to pay any such nominee reasonable and proper remuneration for acting as such.

## **5. Use of income and property**

The income and property of the Organisation shall be applied solely towards the promotion of its Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Organisation and no member of the Executive may be appointed to any office of the Organisation, paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Organisation except as shown below under 'Allowed Payments'.

## **6. Allowed Payments**

The Organisation may pay:-

- (a) Reasonable and proper payment to any officer or servant of the Organisation who is not a member of the Executive for any services to the Organisation.

- (b) Interest on the money lent by any member of the Organisation or member of the Executive. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (c) Reasonable out-of-pocket expenses to any member of the Executive.
- (d) Reasonable and proper payment to a company of which a member of the Executive holds not more than a hundredth of the capital.
- (e) Reasonable and proper rent of premises demised or let by any member of the Organisation or member of the Executive.
- (f) All reasonable and proper premiums in respect of indemnity insurance to cover the liability of the members of the Executive 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 Organisation: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the members of the Executive knew, or must be assumed to have known, was not in the best interests of the Organisation, or which the members of the Executive did not care whether it was in the best interests of the Organisation or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the members of the Executive.
- (g) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Organisation or member of the Executive shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member.

## **7. Alterations to this Memorandum**

- 7.1 No alterations to this Memorandum may be made which would cause the Organisation to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting (present in person) must vote in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members of the Organisation having the right to vote agree.
- 7.2 Alterations may only be made to the Objects or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Organisation may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

**8. Limited Liability**

The liability of the members of the Organisation is limited.

**9. Guarantee by Members of the Organisation**

9.1 Every member of the Organisation agrees to contribute to the Organisation £1 or any smaller amount required if:-

- (a) The Organisation is wound-up while he or she is a member or within a year afterwards; and
- (b) The Organisation has debts and liabilities which it cannot meet out of its assets.

**10. Winding-up of the Organisation**

10.1 If the Organisation is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Organisation. Instead it must be given or transferred to some other charitable institution or institutions. This other institution(s) must have similar objects to those of the Organisation and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association.

10.2 The institutions will be chosen by the members of the Organisation at or before the time when the Organisation is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.