

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

29 2 11 43

MEMORANDUM OF ASSOCIATION OF
THE EVELYN OLDFIELD UNIT

1. The name of the Company (hereinafter called "the Company") is THE EVELYN OLDFIELD UNIT.
2. The Company's registered office is to be situated in England and Wales.
3. In these Memorandum and Articles of Association unless the context otherwise requires the word "refugee" means a person who has a well-founded fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group, or political opinion, and who no longer enjoys the protection of his or her country of origin or previous permanent residence, and includes all categories of persons known as displaced persons or as asylum seekers.
- 4(A) The objects of the company shall be to promote for the public benefit without distinction of age, sex, race, creed or colour or of political, religious or other opinions, all charitable purposes by the provision of information, advice, guidance, training and other educational facilities, technical and professional aid, support and other assistance to charitable



organisations and in particular to charitable organisations which include in their objects the assistance to refugees.

(B) In furtherance of its said objects but not further or otherwise the Company shall have power:-

(a) subject to such consents as are required by law to borrow and raise money for the purpose of the Company in such manner and on such security as the Company may think fit.

(b) to invest the money of the Company not immediately required for its 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 may for the time being be imposed or required by law and subject also as hereinafter provided.

(c) to accept by way of gift, purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or structures.

(d) subject to such consents as are required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects.

(e) to draw, accept and negotiate bills of exchange, promissory notes, cheques and other negotiable instruments and to open and operate banking accounts and other facilities in the name of the Company.

(f) to make charges, including nominal charges or no charge in respect of the work or services of the Company.

(g) subject to Clause 5 hereof to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company and to pay reasonable annual sums or premiums for or towards the provision of pensions or retirement benefits for officers or servants for the time being of the Company or their dependents

(h) to do all or any of the things authorised either alone or in conjunction with any other organisation, institution, society or body which has either wholly or in part the same charitable objects as the Company.

(i) to accept gifts subscriptions and donations, to issue appeals, hold public meetings and take such other steps as may be required for the purpose of obtaining contributions to the funds of the Company provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects.

(j) to enter into any contract of insurance whatsoever in respect of any matter in which the Company has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection with any real or personal property in which the Company shall have an interest or with any acts or omissions done by persons employed by the Company or any officers, voluntary workers or members of the Company including indemnity insurance in respect of any fraudulent, negligent or other tortious acts by any such persons and in respect of risks incurred by such persons in the course of their duties as may be thought fit.

(k) to undertake and execute any charitable trusts necessary for the furtherance of the objects of the Company.

(l) to establish and support or aid in the establishment and support of any charitable trusts, associations or institutions and to make any donation or subscribe or guarantee money for charitable purposes in any way connected

with or calculated to further any of the objects of the Company.

(m) to write, print and publish, or procure to be written, printed and published, to circulate, or procure to be circulated, and to translate or procure to be translated (whether gratuitously or not) any newspapers, periodicals, magazines, books, pamphlets, leaflets, or other documents or films or recorded tapes .

(n) to hold exhibitions, meetings, lectures, classes seminars and courses either alone or with others.

(o) to co-operate and enter into any arrangements with any government or authority supreme, municipal, local or otherwise, to obtain from such government or authority any rights, privileges and concessions.

(p) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research.

(q) to amalgamate with any company institution society or association which is charitable at law and has objects altogether or mainly similar to those of the Company.

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

(s) to provide evidence for government and other enquiries.

(t) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

(u) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:

(i) 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.

(ii) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Management Committee of the

The Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as such Management Committee if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

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 Management 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 or servant of the Company (not being a member of its Management Committee) for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Management Committee at a rate not exceeding 2 per cent below the base rate for the time being of a clearing bank selected by the Management Committee or 3 per cent whichever is the greater;

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

(d) to any member of its Management Committee or Subcommittee appointed by the Management Committee of reasonable out-of-pocket expenses;

(e) to a company of which a member of the Management Committee may be a member holding not more than one hundredth part of the capital of such company.

6. No addition, no alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Company shall cease to be a company to which section 30 of the Companies Act 1985 applies, that is a company which is exempted because of its objects from the requirement to include "limited" in its name.

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 while he, she or it is a member, or within one year after ceasing to be a member, for the payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a member, and of the costs charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.

9. If upon winding up or dissolution of the Company there remains, after the satisfaction of all 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 charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their assets to an extent at least as great as is imposed on the Company under or by virtue of

Clause 5 of this memorandum, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names, addresses and descriptions of subscribers

Timothy Cook 26. Gifford Ave SW2

Kurt Aron 52 Ivy Rd NW2

JAMES VARLEY 5 LINDEN CLOSE, RUISLIP MANOR HA4 7

Alison Barker 9A Denbigh Road London W11 2SJ

Alexander Buelow 9 Westburne Drive London SE23

Parvin Paider 32 Gade Rd, London N4 1AH

B. Nelson 30 Clifton Rd, Twickenham TW1 4LX

TAATA-KWADZO OFOSU 46 COLSMARK HOUSE, LEBRUN SQUARE, LONDON SE8

Marlene Winfield 24 Patshull Road London NW5 2JH

Dated 22nd day of March 1994

Witness to the above signatures :-

Signature: *Guy Britwaite*

Name: GUY BRITWAITE

Address: 56 MONASTERY GARDENS
ENFIELD

Occupation: CONSULTANT