

Amended July 2011

## **MEMORANDUM OF ASSOCIATION OF OASIS CHILDREN'S VENTURE.**

1. The name of the Company shall be the "Oasis Children's Venture" hereinafter called the "Venture".
2. The registered office of the Venture will be situated in England.
3. The objects for which the Venture is established are to provide facilities for recreation and other leisure-time occupation for children resident in the London Boroughs of Lambeth and Wandsworth and elsewhere, being facilities:
  - (a) of which such children have need by reason of their youth, poverty and economic circumstances and
  - (b) which will improve the conditions of life for such children by promoting their physical, mental and spiritual well-being.

**The Venture is also established for the provision, maintenance or improvement of a public park or general public amenities. *Added July 2011***

And the Venture shall have the following powers exercisable in furtherance of these said objects but not otherwise, namely:-

- (a) to set up projects to offer direct help and support in furtherance of the above purposes;
- (b) to collect and disseminate information in the furtherance of the above purposes;
- (c) to foster and undertake research into any aspect of the objects of the Venture and its work and to disseminate the results of any such research;
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (e) to assist any charitable body or bodies financially or otherwise in the furtherance of the above purposes or any of them;
- (f) to obtain, collect and receive money and funds by way of contribution, donations, subscriptions, legacies, grants or any other lawful method, and to accept and receive gifts of property of any description (whether subject to any special trusts or not) for or towards the above purposes or any of them;

- (g) to act as trustee and to undertake or accept any trusts or obligations which are charitable in accordance with the purposes of the Venture;

- (h) to invest any money subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales, in or upon any investments authorised by law for the investment of trusts funds and with such sanction as may be required by law with respect to moneys subject to such jurisdiction;
- (i) to purchase, take on a lease, or in exchange, hire or otherwise acquire in any manner any real or personal property;
- (j) to invest or deal with the monies of the Venture not immediately required in such manner as may from time to time be determined;
- (k) subject to such consents as may be required by law to borrow or raise money in such manner and upon such terms as the Venture shall think fit, and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or any part of the property of the Venture;
- (l) subject to such consents as may be required by law to sell, manage, develop, let, mortgage, or otherwise deal with all or any part of the property, rights and privileges of the Venture as may be deemed expedient with a view to the promotion of its objects;
- (m) to procure to be written and to print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets, or other documents;
- (n) to arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes and courses;
- (o) to transfer or dispose of, with or without valuable consideration, any part of the property or assets of the Venture not required for the purposes for which it is formed, to any body having charitable purposes or charitable purposes as its only object or objects, provided that such a body is not carrying on business for profit or gain for distribution by way of dividends, bonus or otherwise amongst its members;
- (p) to apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or licence of any Authority, necessary or desirable for the furtherance or realisation of any of the objects or purposes of the Venture and to take all such steps and proceedings, and to do all such acts and things either alone or jointly with others, whether by opposing applications or proceedings, or otherwise, as shall be necessary or expedient to protect the interests of the Venture;

- (q) to federate or amalgamate with, affiliate or become affiliated to any body having charitable purposes or a charitable purpose as its objects or object and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Venture or by virtue of clause 6 hereof and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body, which the Management Committee may lawfully acquire or undertake;
- (r) subject to the provisions hereinafter contained, to employ and pay officers and other persons or bodies whose services are required or deemed expedient for carrying out any of the objects of the Venture;
- (s) subject to the provisions of clause 4 hereof, to pay reasonable annual sums or premiums for or towards the provision of pensions for officers servants for the time being of the Venture or their dependants;
- (t) 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 Venture PROVIDED THAT the Venture shall not undertake any permanent trading activities in raising funds for the said objects;
- (u) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- (v) to insure and arrange insurance cover for and to indemnify its officers, servants and 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;
- (w) to pay out of the funds of the Venture the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (x) to take over the unincorporated charity scheme known as Oasis Children's Venture, together with all the affairs, assets and liabilities, any contractual or other commitments (including contracts of employment) and any licences, leases or any interests in land or property of the unincorporated organisation known as Oasis Children's Venture and to act as successor to that unincorporated association; such to take effect from a date agreed by the Management Committee of the unincorporated charity scheme, known as Oasis Children's Venture, and by the Company in General Meeting;
- (y) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or purposes.

And throughout this clause the word "body" includes any association, institution, or aggregate of persons, whether incorporated or unincorporated, and whether of a voluntary nature or otherwise and unless inconsistent with the context words importing the plural include the singular and vice versa.

Provided that:-

- (i) in case the Venture shall take or hold any property which may be subject to any trusts, the Venture shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts:
  - (ii) the objects of the Venture shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers:
  - (iii) in case the Venture shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Venture 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 Venture 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 as such Management Committee or Governing Body have been if no incorporation had been effected, and the incorporation of the Venture shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court 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 Venture were not incorporated.
4. The income and property of the Venture, whencesoever derived, shall be applied solely towards the promotion of the objects of the Venture, 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 the members of the Venture and save as herein otherwise provided no member of its Management Committee shall be appointed to any office of the Venture paid by salary or fees or receive any remuneration or other benefit or other benefit in money or money's worth from the Venture. Provided that nothing herein shall prevent any payment in good faith by the Venture:-
- (a) of interest on money lent by any member of the Venture or its Management Committee at a rate per annum not exceeding 2 per cent less than the bank base rate or its equivalent for the time being or 3 per cent whichever is the greater:
  - (b) of reasonable and proper rent for premises demised or lent by any member of the Venture or of its Management Committee:
  - (c) of fees, remuneration or other benefit 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 that Company:

- (d) to any member of its Management Committee of reasonable out-of-pocket expenses.
5. No 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, which would have the effect that the Venture shall cease to be a Company to which section 30 of the Companies Act 1985 applies or which would cause the Venture to cease to be a charity in law.
6. The liability of the members is limited.
7. Every member of the Venture undertakes to contribute to the assets of the Venture in the event of the same being wound up during the time that she or he is a member or within one year afterwards, for payment of the debts and liabilities of the Venture contracted before the time at which she or he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound (£1.00).
8. If upon the winding up or dissolution of the Venture 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 Venture, but shall be transferred to some other charitable institution or institutions (whether or not a member of the Venture) having objects similar to the objects of the Venture, such institution or institutions to be determined by the members of the Venture at or before the time of dissolution.

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

**NAMES AND ADDRESSES OF SUBSCRIBERS TO THE MEMORANDUM:**

Evelyn E. Elgar  
32 Edithna Street  
Clapham North  
London SW9 9JP.

David Slack  
64 Upland Road  
East Dulwich  
London SE22 0DB.