

THE COMPANIES ACTS, 1985 & 1989

*COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL*

**MEMORANDUM OF ASSOCIATION
- of -
VALLANCE COMMUNITY SPORTS ASSOCIATION LTD**

- 1/. The name of the Company is Vallance Community Sports Association**
- 2/. The Registered Office is Registered in England**
- 3/. The Objects for which the Company is established are:**
 - (a) The provision of services to young men and women, between the ages of 8-25, in all areas of LBTH and surrounding boroughs, with the aim to develop a rich multi-cultural membership. At the same time targeting those who are unemployed, underachieving at or excluded from school, and those who are socially excluded.**
 - (b) To provide a diverse programme of sporting activities, suitable for both young men and women with an intention of giving, particularly disaffected, vulnerable young people a sense of purpose, identity and achievement.**
 - (c) To promote Diversity and Harmony and Co-operation amongst all communities and groups of whatever race, creed, gender, age, sexual orientation and to foster shared interests and goals.**
 - (d) To create a physically stimulating environment, which will channel energy and relieve stress.**
 - (e) To enable young people to bridge the gaps between peer groups from different backgrounds, areas and cultures while in pursuit of common interests.**
 - (f) To promote better understanding, unity and harmony instead of strife.**
 - (g) To create a positive team spirit and identity in order to foster healthy competition rather than hostility and violence.**
 - (h) Through regular physical training, improved diet and abstention from substance abuse to improve overall health and an ongoing healthy lifestyle to maximise young people's physical potential.**
 - (i) To provide positive role models and mentors to work with disaffected youths in order to encourage their access to other support services, not least of all sporting activities, in order to reduce the "risk" of involvement in drug use, criminal activities, and violent conflict with other similar groups.**
 - (j) To foster self-discipline and control by building team skills and promoting a healthy life-style to develop young people's potential, both physical and mental.**
 - (k) To foster and promote team sports and self-belief amongst young people to help them to maximise their potential, self-belief and aspiration.**
 - (l) To encourage and to involve parents and extended family in supporting their young players and also in the development of the organisation, particularly with a view to narrowing the generation gap and developing shared interests and understanding.**

4/. Powers

For the furtherance of the foregoing objects, but not further of otherwise the Company shall have the following power to:-

- (a)** Purchase take on lease exchange, hire or otherwise acquire any real personal estate and to erect, improve and maintain such buildings as may be necessary for any of the purposes of the Company.
- (b)** Subject to such consents as may be acquired by law, to sell, lease mortgage exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company.
- (c)** Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder, whether beneficiaries or not.
- (d)** To raise funds and to invite and receive contributions from any person or persons or bodies, by way of subscriptions, donations and otherwise, provided that the Company shall not undertake any permanent trading activities in raising establishment and support or to amalgamate with any other charitable association or institution and to subscribe, lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- (e)** To drawer, accept, endorse issue or execute promissory notes, bills or exchanges, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Company.
- (f)** To invest the moneys of the Company, not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, at the absolute discretion of the Directors subject, nevertheless, to such conditions and consents as may, for the time being, imposed by law.
- (g)** To draw, accept, endorse issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purposes of, or in connection with the objects of the Company.
- (h)** To make all reasonable and proper provisions for the payment of pensions and superannuation to or on behalf of employees and their dependants.
- (i)** To pay out of the funds of the company the costs of forming and registering the Company.
- (j)** To do all other lawful things as may be necessary for the attainment of the aforesaid objects or any of them.

PROVIDED THAT:

If 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 the manner allowed by law, having regard to such Trusts.

The Objects of the company shall not extend to the regulation of relations between workers and employees or organisation of employees or of workers.

If the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioner for England and Wales, the Company shall not sell mortgage, charge or lease the same without such authority, approval or consent as 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 such Committee would have 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 Committee but as regards any such property they shall be subject jointly and separately to such control or authority as if the Company were not incorporated.

The income and property of the Company from whatever source derived, 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 however, by way of profit to the Members of the Company Office (and no Members of its Board of Directors shall be appointed to any office of the Company, paid by salary or fees or receive any remuneration or other benefit in money or monies 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 the Board of Directors) for a services rendered to the Company.
- B. of interest on money lent by any member of the Company or its Board of Directors at a reasonable and proper rate.
- C. of any reasonable or proper rent for premises demised or let by any member of the Company or of its Board of Directors.
- D. of fees, remuneration or other benefits in money or monies worth to a company of which a member of the Board of Directors may be a member holding not more than 1/100 part of the capital of the Company and to any member of its Board of Directors, or reasonable and out of pocket expenses.
- E. to any member of the Board of Directors, be they a solicitor, an accountant or engaged in any profession of all reasonable and proper professional services and other charges for work done by his her firm on behalf of the Company, when instructed to act in that capacity by a vote by a quorate Board of Directors.

5. Every Company Member undertakes to contribute to the Company tile assets if it is wound up during the time that s/he is a Member or within one year afterwards, for payment or the debts and liabilities of the company contracted before the time at which s/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 amounts as may be required, not exceeding £1.00.
6. if upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed amongst 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 shall prohibit the distribution of its or their income and property amongst its or their Members of the Company, to any extent at least as great as is imposed on the Company under or by virtue of Clause 5. Hereof such Institution(s) to be determined by the Members within three months of the Members resolution passed initiating the winding-up; failing which and if and so far as effects cannot be given to such provision then to such Charitable Objects as the Directors shall resolve.