COMPANY LIMITED BY GUARANTEE

Memorandum of Association

of

TORFAEN VOLUNTARY ALLIANCE

1 The company's name is **Torfaen Voluntary Alliance** (and in this document it is called the Charity).

2 The Charity's registered office is to be situated in Wales.

3 The Charity's objects (the Objects) are

(1) To promote all or any purpose for the benefit of the community in the County Borough of Torfaen as defined in the Local Government (Wales) Act 1994, and surrounding areas (hereinafter called "the area of benefit"), which are or hereafter may be deemed by law to be charitable and in particular (but not limited to) the advancement of education, the furtherance of health and the relief of poverty, distress and sickness.

(2) To promote and organise co-operation in the achievement of the above purposes, and to that end bring together in council, national and local representatives of voluntary agencies and statutory authorities engaged in the furtherance of the above purposes or any of them.

4(1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

(a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

(b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;

(d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;

(e) to co-operate with other charities, voluntary bodies and statutory

authorities and to exchange information and advice with them;

(f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

(g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

(h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

(i) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;

(j) to:

(i) deposit or invest funds;

(ii) employ a professional fund-manager; and

(iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

(k) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in sub-clause (2) of this clause, but subject to the restrictions specified in sub-clause (3) of the clause;

(l) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;

(m) to do all such other lawful things as are necessary for the achievement of the Objects;

(2) The liabilities referred to in sub-clause (1)(k) are:

(a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

(b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

(3) (a) The following liabilities are excluded from sub-clause (2)(a):

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

(b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5(1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses incurred by him or her when acting on behalf of the Charity.

(b) Subject to the restrictions in sub-clauses 4, a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

(c) A Director may receive an indemnity from the Charity in the circumstances specified in Article 49.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Charity in the capacity of a beneficiary of the Charity;

(b) reasonable and proper remuneration for any goods or services supplied to the Charity.

(4) No Director may:

(a) buy goods or services from the Charity;

(b) sell goods, services or any interest in land to the Charity;

(c) be employed by or receive any remuneration from the Charity;

(d) receive any other financial benefit from the Charity;

unless the payment or transaction:

(i) permitted in accordance with, and subject to the conditions in section 73A or 73F of the Charities Act 1993 [*services provided by a charity trustee to the charity; trustee indemnity insurance*]; or

(ii) previously and expressly authorised in writing by the Charity Commission

(5) (a) (i) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

(ii) A Director may enter into a contract for the supply of goods or services to the Charity, where this is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993

(iii) A Director may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Directors.

(iv) A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.

(v) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(vi) The Directors may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.

(b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

(i) a partner;

(ii) an employee;

(iii) a consultant;

(iv) a director; or

(v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(6) In sub-clauses (2)-(5) of this clause 5:

(a) "Charity" shall include any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner.

(7) If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted Director is absent from the part of the meeting at which there is a discussion of any arrangement or transaction affecting the other organisation or person;

(b) the conflicted Director does not vote on such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;

(c) the unconflicted Directors consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

6 The liability of the members is limited.

7 Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8(1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or

before the dissolution of the Charity be applied or transferred in any of the following ways:

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity for use for particular purposes that fall within the Objects;

(2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity or charities for use for particular purposes that fall within the Objects.

(3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

[The persons whose signatures, names, and addresses are written at the end of the Memorandum will be the first members of the Company.]

Signatures, Names and Addresses of Subscribers

Pamela Lynn Tanner
Bryndawen
5 Ton Mawr Road
Blaenavon
NP4 9LB

Stephen John Brooks KSS JP
12B Cefn Milwr
Hollybush
Cwmbran
NP44 7PH

Richard Giles Clarke
29 Glaslyn Court
Croesyceiliog
Cwmbran
NP44 2JF

Bernadette Davies
106 Trinity View
Caerleon
Newport
NP 18 3SW

Gethin Jones
8 Owendale Terrace
Snatchwood
Abersychan
Pontypool
NP4 7BL

Maurice Henry Morgan
Vanros
Prospect Place
New Inn
Pontypool
NP4 0PY

Richard Frazer Overton
St Mary's Bungalow
Church Lane
New Inn
Pontypool
NP4 0TS

David Schofield
Marpela
Common Road
Gilwern
Monmouthshire
NP7 0DR

Stuart Alfred Smith
11 Nant Y Milwr Close
Henllys
Cwmbran
NP44 6JW

Dated: 23 November 2009

Witness to the above Signatures:

Name: Peter Malcolm Kennedy

Address: 8 Pen-Deri Close
Oakdale
Blackwood
NP12 0NJ

Occupation: Head of Service and Strategy / Company Secretary