

No. 2350422

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW MEMORANDUM OF ASSOCIATION

OF

**THE IMMIGRATION LAW PRACTITIONERS'
ASSOCIATION LIMITED**

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE IMMIGRATION LAW PRACTITIONERS' ASSOCIATION LIMITED

(incorporated on 21 February 1989 and amended by special resolution on 23 November 2013)

1. The name of the Company is the IMMIGRATION LAW PRACTITIONERS' ASSOCIATION LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The company's objects ("Objects") are specifically restricted to the following:

(A) To advance for the public benefit education and training on the law and related subjects and in particular in the fields of immigration, asylum and nationality law and legal advice and the representation of persons who are or may become immigrants to any part of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (together "the United Kingdom") from whatever part of the world whether coming or intending to come to the United Kingdom for settlement or for some more limited purpose and for immigrants and emigrants of whatever nationality to or from any other part of the world.

To promote for the public benefit

- i. human rights as set out in the Universal Declaration Of Human Rights and subsequent United Nations Conventions and Declarations, the European Convention On Human Rights and the Human Rights Act (1998), with particular reference to the rights to asylum, to a nationality, to freedom of movement and residence and not to be subject to torture or to slavery;
- ii. equality and diversity as set out in the Equality Act 2010 and similar instruments and international human rights treaties concerned with the elimination of discrimination and in particular with the elimination of discrimination on the grounds of race or sex;

in particular by all or any of the following means

- Monitoring abuses
- Research into applicable law policy and practice
- Educating the public
- Contributing to the sound administration of the law
- Raising awareness
- Promoting public support
- Promoting respect for human rights
- Promoting respect for the rule of law with particular reference to the law pertaining to immigration, asylum and nationality
- Coordinating the work of immigration, asylum and nationality law practitioners.

(B) Clause deleted

(C) To prepare, edit, print, publish issue acquire and circulate any newspapers, magazines, periodicals, books, pamphlets or other publications in whatever medium that the Company may think desirable for the promotion of its objects.

(D) To organise, maintain and promote courses, conferences and the like in connection with the objects of the Company.

(E) To establish and maintain a bureau of information for the benefit of the company and the members of the Association.

(F) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company and/or the Association in the shape of donations, annual subscriptions, grants or otherwise.

(G) To employ persons in connection with the objects of the company and pay such reasonable remuneration as may be deemed expedient.

(H) To hold, purchase, take on lease, let, mortgage, sell, convey, assign or otherwise deal with any land or any interest therein and may build or alter or pull down buildings thereon.

(I) To undertake and execute any trust which may lawfully be undertaken by the Company and may be conducive to its objects.

(J) To borrow or raise money for the purposes of the Company on such terms and on such securities as may be thought fit.

(K) To invest the monies of the Company not immediately required for the purposes in or upon such investments, security or property as may be thought fit.

(L) To enter into arrangements with any public authority that may seem conducive to the furtherance of the Company's objects or any of them, and to obtain from such authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise or comply with, any such arrangements, rights, privileges and concessions.

(M) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments in relation to the Company's business.

(N) To pay all expenses, preliminary or incidental to the formation of the Company and its registration.

(O) To lend money to such person and on such terms as may seem expedient and to give all kinds of indemnities either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee.

(P) To promote, finance or assist any other company or companies for the purposes of its or their acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(Q) To do all or any of the above things in any part of the world, and a principals, agents, contractors, nominees trustees, or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and either gratuitously or for reward.

(R) To do all such other lawful things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

And so that:

None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation compatible with the Company's status as a charity shall be given to each such object, and none of such objects shall, except where charity law, or the content expressly, so requires, be in anyway limited or restricted by reference to or inference from any other object set forth in such sub-clause, or by reference to any other sub-clause of this clause, or by reference to or inference from the name of the Charity.

4. The income and property of the Company, wheresoever it is derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and (subject always to clause 3 (B) hereof) no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, gift, division, bonus or otherwise however by way of profit, to the members of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or employee of the Company or to any member of the Company, in return for any services actually rendered to the Company, or for any material, labour supplied.

5. The liability of members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he or she 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 £1.

7. If upon the winding up or dissolution of the Company 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 Company, but shall be given or transferred to some other institution 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 to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company, at or before the time of dissolution, or in default therefore by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some object similar to that of the Company.

8. It is hereby declared that this clause and clauses 4 and 7 of this Memorandum shall be unalterable.