

Company No. 2350422

THE COMPANIES ACT 1985

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

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

THE IMMIGRATION LAW PRACTITIONERS' ASSOCIATION LIMITED

Incorporated the 21st day of February, 1989

D.J. Freeman & Co.,
43, Fetter Lane,
LONDON. EC4A 1NA

THE COMPANIES ACT 1985

Company Limited by Guarantee and not
Having a Share Capital

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF

THE IMMIGRATION LAW PRACTITIONERS' ASSOCIATION LIMITED



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2350422

I hereby certify that

**THE IMMIGRATION LAW PRACTITIONERS'
ASSOCIATION LIMITED**

is this day incorporated under the Companies Act 1985
as a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 21 FEBRUARY 1989

S. M. Phillips
S. M. PHILLIPS

an authorised officer

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE IMMIGRATION LAW PRACTITIONERS' ASSOCIATION LIMITED

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 objects for which the Company is established are:
 - (A) To promote further and assist by whatever means the giving of advice to and assistance and representation of 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; to promote further or assist by whatever means the giving of advice to and assistance and representation of immigrants or emigrants of whatever nationality to or from any other part of the world; to disseminate by whatever means, information and views on the law and practice of

immigration and nationality in the United Kingdom and elsewhere; to enhance and expand the teaching of immigration and nationality law in the United Kingdom and elsewhere; to co-ordinate the activities and interest of immigration and nationality law practitioners, to make contacts with similar bodies in other countries and to make representations for and on behalf of immigration and nationality practitioners, and to secure a non-racist, non-sexist, just and equitable system of immigration and nationality law practice in the United Kingdom and elsewhere.

- (B) For the furtherance of the objects aforesaid, to provide financial assistance of whatever kind and whether by way of gift or otherwise to the unincorporated association known as the Immigration Law Practitioners' Association currently of 115 Old Street, London EC1V 9JR (hereinafter called "the Association").
- (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, securities 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 as 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:

- (i) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context 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 or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
 - (ii) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contain the objects of a separate company.
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 the 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 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 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 thereof 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.

