

THE COMPANIES ACT 1985

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

MEMORANDUM OF ASSOCIATION

- of -

LONDON SCHOOL OF SAMBA

1. The name of the Company (hereinafter called "the Association") is "London School of Samba".
2. The registered office of the Association shall be situated in England and Wales.
3. The objects for which the Association is established are:

To advance education for the public benefit through the promotion of the Arts with particular but not exclusive reference to Samba music and dance and the culture and tradition of Afro-Brazilian carnival.

And the Association shall have the following powers exercisable in furtherance of its said objects but not further or otherwise, namely:

- (a) To present, promote, organise, provide, manage and produce, films, broadcasts, concerts, musical pieces, performances, entertainment's, exhibitions, tutorials, seminars, courses and workshops, whether on any premises of the Association or elsewhere.
- (b) To procure to be written, printed, published and issued gratuitously or otherwise such papers, books, pamphlets or other documents as shall further the above objects.
- (c) To open and maintain a bank account or bank accounts in the name of the Association.
- (d) To employ staff and/or agents, and to make provision for the proper remuneration of any such persons including power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows widowers and other dependants.

- (e) Subject to such consents as may be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Association.
- (f) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought necessary for the promotion of its objects.
- (g) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be necessary for its objects.
- (h) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit PROVIDED ALWAYS that the Association shall undertake no permanent trading activities in raising funds to achieve its charitable objects.
- (i) To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (j) To establish and support or aid in the establishment and support of any charitable associations or institutions or projects and to subscribe or guarantee money or provide instruments, costumes or other resources of the Association on such terms as the directors see fit for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (k) To establish, operate and maintain or to cooperate with others in establishing, operating and maintaining at such places as may be deemed appropriate by the Association any dining and refreshment rooms, stalls and facilities for the supply thereof of food, drink and refreshments in furtherance of the objects PROVIDED THAT such food, drink or refreshments shall only be available to persons participating in the activities of the Association.
- (l) To do all such other lawful things as shall further any or all of the above objects.

PROVIDED THAT:

- (1) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.
- (2) The objects of the Association shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.
- (3) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 or Governing Body of the Association 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 Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee or Governing Body, but they shall as regards to any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.
4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 Association and no member of the Management Committee or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Association:

- (A) of reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association (not being a member of its Management Committee), provided nevertheless that a member of the Management Committee shall be entitled to be reimbursed for any reasonable out-of-pocket expenses incurred in carrying out any business of the Association;

- (B). Of interest on money lent by any member of the Company or of its Management Committee or Governing Body at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the Management Committee or Governing Body; or 3%, whichever is the greater;
 - (C) Of reasonable and proper rent for premises demised or let by any member of the Association or of its Management Committee or Governing Body;
 - (D) Of fees remuneration or other benefit in money or money's worth to a company of which a member of its Management Committee or Governing Body may be a member holding not more than one hundredth part of the capital of such company;
5. No additions, alterations, or amendments shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales.
 6. The liability of the members is limited.
 7. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Association contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
 8. If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Association, and shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object subject to the prior approval of the Charity Commissioners for England and Wales.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

Diane Foden	54 Bemsted Road, Walthamstow, London E17 5JZ
Michael Norman Ryden	27 Egerton Gardens, West Ealing, London, W3 8HG
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DATED 30th September 1990

Witness to the above signatures:

Hamish Orr	16 Temple House, Ward Rd, London N19
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