

COMPANIES (VICTORIA) GUIDE
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
PARTNERS IN AID LTD

1. The name of the Company is “Partners in Aid Ltd” (in the Memorandum and Articles referred to as “the Company”).
2. The liability of the members is limited.
3. The principal objective of the Company is to operate as a charity offering assistance to people in need in overseas countries.
4. The objects for which the Company are established are:
 - a. To initiate, fund and participate in self-help programmes seeking to improve the social, environmental, and economic conditions in developing countries.
 - b. To develop and implement public fund raising activities to advance the Company’s objects, in particular funds for our partner organisations. Refer to Appendix A.
 - c. To create awareness in the Australian community of the need for self-help programmes.
 - d. To encourage close working relations with Australian and Overseas Aid Agencies and with Government Instrumentalities.
 - e. To develop and fund training programmes designed to transfer skills and technology providing assistance for development programmes.
 - f. To print and publish any newsletters, periodicals, books or leaflets that the Company may think desirable for promotion of its objects, and to maintain a website.
 - g. To make donations for charitable purposes consistent with the Company’s objects.
 - h. To facilitate travel of people to further the objects of the Company.
 - i. To take over the funds, assets and liabilities of the incorporate associations formally known as “For Those Who Have Less – Action Aid Australia Ltd”, and “Society For Those Who Have Less Inc”.
5. For the further and better promotion of the Company’s objects the Company may undertake any other activity deemed to further the objectives of the Company and for the purposes of carrying out the Company’s objects which shall include but not be limited to:
 - a. To subscribe to and become a member of and co-operate with or amalgamate with any other Company, Association or Organisation whether incorporated or not, whose objectives are similar to those of the Company.

- b. To purchase, take on lease, or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with any of the objects of the Company.
 - c. To enter in any arrangements with any Government or Authority, Supreme, Municipal, Local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government or Authority, any right privileges or concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
 - d. To invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of such trust funds.
 - e. To sell, improve, manage, develop exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
 - f. To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subjects always to the condition that this would be requisite of the purposes or capable of being conveniently used in connection with any of the objects of the Company.
 - g. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any one or more of the Companies, Institutions, Societies or Associations with which the Company is authorised to amalgamate, merge or take over.
 - h. To transfer all or part of the property, assets, liabilities, and engagement of the Company to any one or more of the Company's associations or organisations with which the Company is authorised to amalgamate.
6. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid or distributed amongst the members of the Company, but shall be given or transferred to some other Organisation or Organisations having objects similar to the objects of the Company and who Memorandum of Association or Constitution shall prohibit the distribution of its or their income and property amongst its members, such Organisation of Organisations to be chosen or determined by the members of the Company at or before the time of winding up or dissolution and in default thereof by application to the Supreme Court of Victoria for determination.