

## **Association of Professional Virtual Assistants (APVA)**

### **Memorandum of Association Created February 2020**

1. The name of the Company (hereinafter called 'The Association' is the ASSOCIATION OF PROFESSIONAL VIRTUAL ASSISTANTS
2. The Registered Office of the Association will be situated in England.
3. The objects for which the Association is established are:
  - a) To train, educate and above all champion virtual independent professionals and support and encourage our members to be professional, safe business owners.
  - b) To set best practice and professional standards across the virtual assistant profession.
  - c) To maintain and publish a directory of accredited virtual assistants
  - d) To elevate the profile of the growing virtual assistant professions, ensure professional standards are met whilst changing the perception of the role and improving the industry for those internally and externally.
  - e) To invest all profits of the Association back into the Association to benefit the industry and the Associations subscribers with no portion paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Members of the association.
  - f) To generate funds for the Association in the form of fees, subscriptions, training and events
  - g) To appoint and pay any person or persons to supervise and organise the work of the Association
  - h) To encourage and conduct further evidence based research in the VA industry and share the results of that research
  - i) The governing body of the association will receive no benefit in money with the exception of out of pocket expenses unless they are appointed to supervise the association as per Clause 3(g).
  - j) To do all such other lawful things as shall further the above objects or any one of them.
4. 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 institution or institutions having objects similar to the objects of the Association and prohibiting 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 3(e) hereof, such institution or institutions to be determined by the Members of the Association 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 such provision, then to some charitable object.

5. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Regulations for inspection by the Members only. Once at least, in every year the correctness of the Balance Sheet shall be ascertained by one or more properly qualified Auditors.
6. The liability of members is limited.
7. Every member of the Association undertakes to contribute to the assets of the Association in the event of its' being wound up while he or she is a Member or within one year afterwards for payment of debts and liabilities of the Association contracted before he or she ceases to be a Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such as may be required not exceeding one pound sterling.