

To: Hajj Ahmad Thomson &lt;ahmadthomson@wynnechambers.co.uk&gt;

RE: The World Memon Organisation Charitable Foundation - 1101413 [Amendments to Objects/Benefit Provisions - Corrected Copy] CRM:0392122

Corrected copy as requested.

----- Original Message -----

From: FC Email Team (Queue)

Received: 17/08/2015 10:38

To: Ahmad Thomson

Subject: RE: The World Memon Organisation Charitable Foundation - 1101413 [Amendments to Objects/Benefit Provisions] CRM:0392082

Dear Mr Thomson

Thank you for your email of 27 July 2015, in connection with the above charity and the trustees proposed changes to the current objects/trustee benefit provisions within its 2003 Memorandum/Articles.

I appreciate you supplying a copy of the proposed Investment Policy and Procedures document, the adoption and content of which requires no consents or authorities from the Commission as it is **not** the charity's governing document and therefore no provision within it could **ever** take precedence over the actual governing document, any such provision would simply be invalid from the perspective of the charity's governance - the trustees may care to ensure the Policy/Procedures accurately reflect this, to limit the chance of any future confusion. The trustees may however proceed with its adoption entirely at their own discretion, given they clearly understand this point.

Having reviewed the earlier exchanges, the sole remaining issues requiring resolution are the alterations to the charity 2003 object wording and those to the existing 2003 trustee benefit/dissolution provisions.

As my colleagues Mr Bishop and Mr Gerrard have already indicated, we are content to agree the proposed new object wording forming clause 6 (specifically subclauses 6.1 to 6.5 and 6.7). **This email may be taken as providing that consent under section 198 of the Charities Act 2011 and should be retained accordingly.** The proposed subclause 6.6 should either be removed entirely (renumbering 6.7 accordingly), or as suggested relocated into clause 7 as a furtherance power.

Consent to the proposed change forming clause 8.5 and the associated clause 11.3 is declined, unless the trustees are content to remove clause 11.3 and the associated reference to it within clause 8.5(d). **If they are so inclined then this email may be taken as providing the necessary prior consent of the Commission under section 198 of the Charities Act 2011 for the adoption of the revised clause 8 and should be retained accordingly.**

In otherwise declining that consent, our reasons are simply that in its current form clause 11.3 specifically authorises personal benefits to the members of the Board of Trustees - not to the charity itself. No case has been made as to why **'only'** BOT members should have the opportunity to personally benefit through information presumably received via the charity's own investment advisors - given that I would imagine making such a case would be impossible, I therefore consider this aspect of the proposals closed.

**The proposed change forming clause 47 of the submitted draft is agreed and this email may be taken as providing the necessary consent under section 198 of the Charities Act 2011, the trustees should retain accordingly.**

As and when the agreed amendments have been adopted by Special/Written Resolution of the Membership, at a date subsequent to the date of the granted consent, the trustees need only confirm to us the date of that Resolution, the date it was accepted at Companies House - and supply a signed/dated copy of the revised Governing document. We would then update the Central Register accordingly.

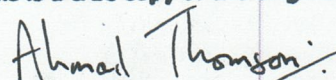
I hope that this response assists in resolving matters without further delay.

Ken Rogers

FC Casework Team - Charity Commission for England and Wales

**I certify this is a true copy of the original**

Signed :



Dated :

30/09/15

**Hajj Ahmad Thomson**  
LL.B. (Hons.) GDL Barrister