

**COMPANY NUMBER: 2677365**

**THE COMPANIES ACTS 1985-1989**

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

**RESOLUTION IN WRITING**

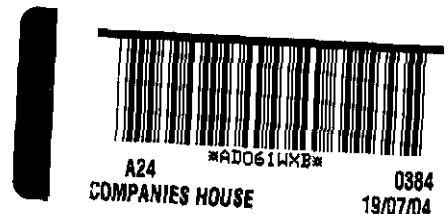
**-OF-**

**ALL THE MEMBERS**

**-OF-**

**STYLE ACRE FRIENDS**

Dated JULY 13th 2004



The following special resolutions were agreed to and signed by all the members of the above named Company entitled to receive notice of and to attend and vote at general meetings of the Company. If it had not been so agreed, they would not have been effective for their purpose unless passed as Special Resolutions at a general meeting of the Company:-

**RESOLUTIONS**

1. That the provisions of the Memorandum of the Company with respect to the objects of the Company be altered by deleting existing Clause 3 (A), replacing (B) with the number 4, deleting paragraphs 1,2,3 and 17 of Clause (B) and by substituting as follows:
  1. NAME. The name of the Company shall be ACRE HOUSING.
  3. OBJECTS  
The Company is established to relieve the needs of persons with learning disability by:
    - (1) The provision, maintenance and management of residential and other accommodation;
    - (2) The provision of advice and assistance in matters relating to their housing needs.
  4. POWERS  
In furtherance of the foregoing objects but not further or otherwise the Company shall have the following powers:
    - (1) To acquire by purchase, leasing or building such properties as may be suitable for occupation or use by persons with learning disability.
    - (2) To establish, alter, maintain and improve such properties.

- (3) To let such properties to people with learning disability or to charitable organisations whose purpose is to provide services for such people on appropriate tenancy agreements.

(17) Delete

2. That all transactions, agreements, acts, deeds and things undertaken by the Company and its Directors since the Company's incorporation which at the date the same were undertaken may have been outside the ambit of the Company's objects prior to the passing of the Resolutions set out in Special Resolution 1 above be ratified in so far as the same would have been within the Company's objects as set out in Special Resolution 1 above.
3. That the Directors shall have no liability to the members of the Company or otherwise arising out of any transaction, agreement, act, deed or thing undertaken by the Company which at the time such transaction, agreement, act, deed or thing was ultra vires the Company's objects prior to the date of passing the Resolutions set out herein.

#### ARTICLES OF ASSOCIATION OF ACRE HOUSING

To be replaced entirely with the accompanying sheets

  
Director

Company Number: 2677365  
Charity Registration Number: 1010701

## **THE COMPANIES ACTS 1985-1989**

### **COMPANY LIMITED BY SHARES AND NOT HAVING A SHARE CAPITAL**

#### **ARTICLES OF ASSOCIATION**

**-OF-**

#### **ACRE HOUSING**

##### **1. Interpretation**

###### **1.1 In these Articles:-**

"the Charity"	means the company intended to be regulated by these Articles
"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
"the Articles"	means these Articles of Association of the Charity
"Clear Days"	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
"Executed"	includes any mode of execution
"The Memorandum"	means the Memorandum of Association of the Charity
"Office"	means the registered office of the Charity
"Secretary"	means the secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity including a joint, assistant or deputy secretary

"the Trustees" means the directors of the Charity (and "Trustee" has a corresponding meaning)

"the United Kingdom" means Great Britain and Northern Ireland

1.2 Words importing the masculine gender only shall include the female gender.

1.3 Subject as aforesaid words or expressions contained in these Articles shall unless the context requires otherwise bear the same meaning as in the Act.

## 2. **Members**

2.1 The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 21 shall be members of the Charity. No person shall be admitted a member of the Charity unless his application for membership is approved by the Trustees.

2.2 Unless the Trustees or the Charity in general meeting shall make other provision under Article 21 the Trustees may in their absolute discretion permit any member of the Charity to retire provided that after such retirement the number of members is not less than two.

## 3. **General Meetings**

3.1 The Charity shall hold an annual general meeting each year in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next: provided that so long as the Charity holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

3.2 The Trustees may call general meetings and on the requisition of members pursuant to the provisions of the Act shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting any Trustee or any two members of the Charity may call a general meeting.

**4. Notice of General Meetings**

4.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as Trustee shall be called by at least twenty-one Clear Days' notice. All other extraordinary general meetings shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed:-

4.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and

4.1.2 in the case of any other meeting by a majority in number of members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the members

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an annual general meeting shall specify the meeting as such. The notice shall be given to all the members and to the Trustees and auditors/reporting accountant (as appropriate)

4.2 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**5. Proceedings at General Meetings**

5.1 No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote on the business to be transacted each being a member or a duly authorised representative of a member organisation or one tenth of the total number of such persons for the time being whichever is the greater shall constitute a quorum

5.2 If a quorum is not present within half hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine

5.3 The chairman if any of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting but if neither the chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act the Trustees present shall elect one of their number to be chairman

and if there is only one Trustee present and willing to act he shall be chairman.

- 5.4 If no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose one of their number to be chairman
- 5.5 A Trustee shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting.
- 5.6 The chairman may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act a poll may be demanded:-
  - 5.7.1 by the chairman; or
  - 5.7.2 by at least two members having the right to vote at the meeting; or
  - 5.7.3 by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
- 5.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 5.9 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

- 5.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 5.11 In the case of an equality of votes whether on a show of hands or on a poll the chairman shall be entitled to a casting vote in addition to any other vote he may have
- 5.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made
- 5.13 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

6. **Votes of members**

- 6.1 Subject to Article 5.10 every member shall have one vote
- 6.2 No member shall be entitled to vote at any general meeting unless all monies then payable by him to the Charity have been paid
- 6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 6.4 A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a

poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

- 6.5 Any organisation which is a member of the Charity may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity

7. **Trustees**

- 7.1 The number of Trustees shall not be less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum
- 7.2 The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act who shall be deemed to have been appointed under the Articles. Future Trustees shall be appointed as provided subsequently in the Articles

8. **Power of Trustees**

- 8.1 Subject to the provisions of the Act the Memorandum and Articles and to any directions given by a special resolution the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 8.2 In addition to all powers hereby expressly conferred on them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers namely:-
- 8.2.1. To expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity; and



8.2.2. To enter into contracts on behalf of the Charity.

**9. Appointment and Retirement of Trustees**

- 9.1 At the first annual general meeting all the Trustees shall retire from office and at every subsequent annual general meeting one third of the Trustees who are subject to retirement by rotation or if their number is not three or a multiple of three the number nearest to one third shall retire from office; but if there is only one Trustee who is subject to retirement by rotation he shall retire.
- 9.2 Subject to the provisions of the Act the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 9.3 If the Charity at the meeting at which a Trustee retires by rotation does not fill the vacancy the retiring Trustee shall if willing to act be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.
- 9.4 No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless:-
  - 9.4.1 he is recommended by the Trustees; or
  - 9.4.2 not less than fourteen nor more than thirty five Clear Days before the date appointed for the meeting notice Executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would if he were so appointed or reappointed be required to be included in the Charity's register of Trustees together with a notice Executed by that person of his willingness to be appointed or reappointed.
- 9.5 No person may be appointed as a Trustee:-
  - 9.5.1 unless he has attained the age of eighteen years; or
  - 9.5.2 in circumstances such that had he already been a Trustee he would have been disqualified from acting under the provisions of Article 10.

- 9.6 Not less than seven nor more than twenty eight Clear Days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would if he were so appointed or reappointed be required to be included in the Charity's register of Trustees.
- 9.7 Subject as aforesaid the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
- 9.8 The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting he shall vacate office at the conclusion thereof.
- 9.9 Subject as aforesaid a Trustee who retires at an annual general meeting may if willing to act be reappointed.

**10. Disqualification and Removal of Trustees**

A Trustee shall cease to hold office if he:-

- 10.1 Ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
- 10.2 Becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 10.3 Resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or

- 10.4 Is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated.

**11. Trustees' Expenses**

The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

**12. Trustee Appointments**

12.1 Subject to the provisions of the Act and to clause 5 of the Memorandum, the Trustees may appoint one or more of their number to the unremunerated office of Managing Director or to any other unremunerated executive office under the Charity. Any such appointment may be made on such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee. A Managing Director and Trustee holding any other executive office shall not be subject to retirement by rotation.

12.2 Except to the extent permitted by clause 5 of the Memorandum no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

**13. Proceedings of Trustees**

13.1 Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit. A Trustee may and the Secretary at the request of a Trustee shall call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

13.2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or two Trustees whichever is the greater.

13.3 The Trustees may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

- 13.4 The Trustees may appoint one of their number to be Chairman of their meetings and may at any time remove him from that office. Unless he is willing to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
- 13.5 The Trustees may appoint one or more sub-committees consisting of two or more Trustees and such other persons as the Trustees may invite to sit on such committee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.
- 13.6 All acts done by a meeting of Trustees or of a committee of Trustees shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 13.7 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Trustees.
- 13.8 Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed in such manner as the Board of Trustees shall from time to time determine.

#### **14. Secretary**

Subject to the provisions of the Act the Secretary shall be appointed by the Trustees for such term at such remuneration (if not a Trustee) and on such conditions as they may think fit; and any Secretary so appointed may be removed by them.

**15. Minutes**

The Trustees shall keep minutes in books kept for the purpose:-

15.1 Of all appointments of officers made by the Trustees; and

15.2 Of all proceedings at meetings of the Charity and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting.

**16. Accounts**

Accounts shall be prepared in accordance with the provisions of Part VII of the Act

**17. Annual Report**

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

**18. Annual Return**

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

**19. Notices**

19.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing

19.2 The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address but otherwise no such member shall be entitled to receive any notice from the Charity

19.3 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and where necessary of the purposes for which it was called

19.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

**20. Indemnity**

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

**21. Rules**

21.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership and in particular but without prejudice to the generality of the foregoing they may by such rules or bye laws regulate:-

21.1.1 the admission and classification of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

21.1.2 the conduct of members of the Charity in relation to one another and to the Charity's servants

21.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

21.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles; and

21.1.5 generally all such matters as are commonly the subject matter of company rules.

21.2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws which shall be binding on all members of the Charity. Provided that no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or the Articles.

## **THE COMPANIES ACTS 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
REGISTERED NUMBER 2677365**

### **MEMORANDUM OF ASSOCIATION OF**

#### **ACRE HOUSING**

**1. Name**

The name of the Company is "ACRE HOUSING"

**2. Registered Office**

The registered office of the Company will be situate in England and Wales.

**3. Objects**

The Company is established to relieve the needs of persons with learning disability by:

- (1) The provision, maintenance and management of residential and other accommodation;
- (2) The provision of advice and assistance in matters relating to their housing needs.

**4. Powers**

In furtherance of the foregoing objects but not further or otherwise the Company shall have the following powers:

- (1) to acquire by purchase, leasing or building such properties as may be suitable for occupation or use by persons with learning disability
- (2) to establish, alter, maintain and improve such properties
- (3) to let such properties to people with learning disability or to charitable organisations whose purpose is to provide services for such people on appropriate tenancy agreements
- (4) to provide such financial and other assistance as may be expedient for the rehabilitation of such persons in the community
- (5) to charge and accept monies for the services of the Company in the provision of such residential or other accommodation and facilities as are mentioned above PROVIDED THAT all monies



received shall be applied solely for the purposes of the above-mentioned objects of the Company

- (6) to provide without charge or at a reduced charge the services of the Company as aforesaid to such persons with learning difficulties as are in conditions of financial need, hardship or distress
- (7) to co-operate and enter into arrangements whether financial or otherwise howsoever with any authorities, national, local or otherwise howsoever
- (8) to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate
- (9) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations subscriptions or otherwise howsoever
- (10) to draw, make, accept, indorse, discount, execute and issue promissory notes, bill, cheques and other instruments, and to operate bank accounts
- (11) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit
- (12) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company
- (13) to invest the monies of the Company not immediately required for its objects in or on 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
- (14) to make any charitable donation either in cash or assets for the furtherance of the well being of people with learning disability
- (15) to establish and support or aid in the establishment and support of any charitable associations or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company
- (16) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company
- (17) from time to time to sponsor (on such terms and subject to such conditions as the Board of Trustees to the Company shall require) the attendance of such employee of the Company as the Board of Trustees of the Company shall choose on a course of training at an approved institution with a view to additional training for the furtherance of the above-mentioned objects of the Company

- (18) to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit
- (19) subject to the provisions of Clause 5 below to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants
- (20) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of the members of the Company by this memorandum of association
- (21) to acquire and undertake all or any part of the property, assets, liabilities and engagements of any persons, corporations, societies or other bodies pursuing any charitable object which the Company is authorised to pursue
- (22) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company
- (23) to do all such other lawful things as shall further the above objects or any of them

PROVIDED THAT:

(a) the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company save where such activities are undertaken in the course of carrying out the objects of the Company and where the profits therefrom are applied solely towards the objects of the Company

(b) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall deal with or invest the same only in such manner as is allowed by law, having regard to such trusts

(c) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

(d) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company 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 Board of Trustees of the Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the

same extent as it would as such Board of Trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Board of Trustees but it shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

## **5. Application of Income and Property**

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Board of Trustees shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing shall prevent any payment in good faith by the Company:

- (1) of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Board of Trustees or to any member of the Company for any services rendered to the Company
- (2) of interest on money lent by any member of the Company or of its Board of Trustees at a rate per year not exceeding:
  - (a) 2% less than the base lending rate prescribed for the time being by a clearing bank selected by that Board of Trustees or
  - (b) 3% per annum(whichever is the greater)
- (3) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Trustees
- (4) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Trustees may be a member holding not more than one one-hundredth part of the capital of that company
- (5) to any member of the Board of Trustees of the Company of reasonable out-of-pocket expenses:

## **6. Limited Liability**

The liability of the members is limited

**7. Contribution to assets of the Company**

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he 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. Surplus assets**

- (1) If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable 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* to an extent as least as great as is imposed on the Company under or by virtue of Clause hereof, such institution or institutions to be determined by the members of the Company 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.
- (2) It is hereby provided that the Company may alter the provisions of this Clause 8, *only by a unanimous resolution of the members.*