

3379225

I hereby certify that the Memorandum of Association as hereunder set out is as amended by Special Resolution passed at an Extraordinary General Meeting held on 24th June 1998

SignedC.F. Goodey.....
Chair

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a share Capital

Memorandum of Association of
INCLUSION NETWORK NEWHAM

1. The Company's name is **INCLUSION NETWORK NEWHAM**
(and in this document is called "the Company")
2. The Company's registered office is to be situated in England and Wales.
3. The Company is established to relieve children and young people with disabilities, learning difficulties or emotional and behavioural difficulties who are resident or educated in the London Borough of Newham, by the provision of general support and assistance to their parents and carers; and to advance the education of such children and young people by facilitating their admission to local mainstream schools. ("The Objects")
4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
 - (1) to provide advice, information and advocacy for parents and carers of such children;
 - (2) to act collectively as a voluntary sector "named person" in the sense laid down by the Education Act 1993;
 - (3) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
 - (4) to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;



- (5) to acquire, construct alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (6) subject to clause 5 below to employ such staff, who shall not be directors of the Company (hereinafter referred to as "the trustees") as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (7) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (8) to co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (9) 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;
- (10) Subject to such consents as may be required by law to borrow and raise money for the purposes of the Company in such manner as the Company may think fit.
- (11)
 - (a) To invest income received by the Company not immediately required for its purposes in or upon such investments, securities or property of whatever nature and wherever situated or place the same on deposit at interest with any bank insurance company or local authority as may be thought fit.
 - (b) To invest the capital of the Company not immediately required for its purposes in or upon such investments, securities, land (including any estate or interest in the same) and property of whatever nature and wherever situated and whether income producing or not including such personal credit with or without security as may be thought fit.

PROVIDED always that the powers in sub-clauses 11(a) and 11(b) shall be exercised subject to such conditions and consents as may from time to time be imposed or required by law and subject also to the provisions hereinafter contained.

- (12) To amalgamate with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.
- (13) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (14) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies institutions, societies or associations with which the Company is authorised to amalgamate.

- (15) To do all such lawful things as are necessary for the achievement of the Objects.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no parts shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee 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 in this document shall prevent any payment in good faith by the Company;
- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his, or hers, when instructed by the Company to act in a professional capacity on its behalf : Provided that at no time shall a majority of the trustees benefit under this provisions and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a trustee;
 - (3) of interest on money lent by any member of the Company or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
 - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
 - (6) to any trustee of reasonable out-of-pocket expenses;
 - (7) of any premium in respect of any indemnity insurance to cover the liability of the trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company PROVIDED that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not.
6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after 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 contributors among themselves.
8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

ABW MRS ANNE MARYSON
13 OXLEAS
WINSOR PARK
BECKTON
LONDON E6 4WA.

M. Ramsay MRS. MARY RAMSAY.
29 EMPRESS AVENUE
WANSTEAD PARK
LONDON E12 5ET.

Philomena Hale MS PHILOMENA HALE
39 TUTLAND RD
PLAISTOW
LONDON
E13 8JH

C. F. Goodey MR CHRISTOPHER FREDERICK GOODEY
1, WHITFIELD ROAD
LONDON E.6 1AS

Dated: 24th June 1998

Witness to the above Signatures:

Name: *John Brian Parker*
JOHN BRIAN PARKER

Address: 77/79 RUSHY GREEN
LONDON SE6 4AF

Occupation: SOLICITOR