

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING SHARE CAPITAL

Memorandum of Association
of

**SOUTHAMPTON CENTRE FOR INDEPENDENT
LIVING LIMITED**

1. The Name of the Company (hereinafter called 'the Association') is Southampton Centre for Independent Living Limited.
2. The Registered Office of the Association will be situated in England.
3. 3.1 The objects for which the Association is established are:
 - 3.1.1 to provide means by which disabled people may take control over their own lives, achieve full participation in all spheres of society, and effect changes in how they are viewed and treated.
 - 3.1.2 to provide encouragement, assistance, advice, support and

facilities to individuals or groups wishing to live independently, by means of exercising choice and exerting control over their own life and lifestyle, and to raise the expectations of disabled people, individually and collectively, and ensure that their voice be heard.

3.2 In furtherance of the above objects, but not otherwise, the Association shall have the following powers:

3.2.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Association's objects or any branch or department thereof.

3.2.2 to carry on any other activities whatsoever which can in the opinion of the Association be advantageously carried on by the Association incidental to or conducive to or ancillary to any of the objects of the Association or is calculated directly to benefit the Association or enhance

the value of or render profitable any of the Association's property or rights or is required by any persons (legal or natural) dealing with the Association.

- 3.2.3 to erect , construct, lay down, enlarge, alter, and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient for the Association's objects and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- 3.2.4 to borrow or raise or secure the payment of any money for the purposes of or in connection with the Association's objects, and for the purpose of and in connection with the borrowing or raising of money by the Association to become a member of any Building Society.
- 3.2.5 to mortgage and charge the undertaking and all or any of the real or personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers and privileges and conditions as may be

thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Association by a trust deed or another assurance.

3.2.6 to issue and deposit any securities which the Association has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Association or of any persons (legal or natural) having dealings with the Association or in whose undertakings the Association is interested, whether directly or indirectly.

3.2.7 to receive money on deposit or loan upon such terms as the Association may approve and to guarantee the obligations and contracts of clients and customers including members of the Association.

3.2.8 to draw, make, accept, endorse, negotiate, discount, and execute promissory notes, bills of exchange, cheques and other negotiable instruments.

3.2.9 to invest and deal with the monies of the Association not immediately required for the purpose of its objects in or upon such investments or securities and in such manner as may from time to time be determined by the Association.

3.2.10 to accept payment or any property or rights sold or otherwise disposed of or dealt with by the Association either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in mortgage debentures or debentures stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Association may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

3.2.11 to enter into any partnership or joint-purse arrangement for sharing profits, union of interests or co-operation, or amalgamate with any company, firm or person carrying

on or proposing to carry on any objects within the objects of the Association, and to acquire and hold, sell, deal with or dispose of shares, stock, securities or property of any such body, and to guarantee the contracts or liabilities of or payments of the dividends, interest or capital of any shares, stock, securities or property of and to subsidise or otherwise assist any such body subject to the provisions of clause 4 hereof.

3.2.12 to establish or promote or concur in establishing or promoting any company, firm, co-operative or other organisation the promotion of which shall in the manner be calculated to advance directly or indirectly the objects or interests of the Association and to acquire and hold or dispose of shares, stock, securities, or property issued by or any other obligations of such organisation.

3.2.13 to make any charitable donation either in cash or assets which the Association may deem expedient.

3.2.14 to purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities

or transactions of any person, firm, company or organisation carrying on any activity which the Association is authorised to carry on.

3.2.15 to make, publish, supply, sell or deal in books, periodicals, (including electronic optical or electro-optical mediums), audio film, and video recordings, and other publications in any medium or any other educational or training materials.

3.2.16 to obtain, acquire and purchase all necessary permits, licences or trade marks and other intellectual property rights required for the purpose of enabling the Association to carry on its objects upon such terms and conditions as it may think fit.

3.2.17 to sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant easements, licences and other rights in or over, and in other manner deal with or dispose of the undertaking and any or all of the property and assets for the time being of the Association for such consideration as the Association may think fit, subject to the provisions of clause 4 hereof.

In carrying out the aforesaid objects the Association shall have regard to the physical, mental and spiritual well-being of the community.

4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set out herein and no portion shall be paid or transferred directly or indirectly to any members of the Association except by way of payment in good faith of reasonable wages, bonuses and repayments of expenses to any member of the Association in return for any services actually rendered to the Association.
5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up while s/he is a member or within one year after s/he ceases to be a member for payment of the debts and liabilities of the Association contracted before s/he ceased to be a member, and of the costs, charges, or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

7. In the event of the winding up or dissolution of the Association, after the satisfaction of all its debts and liabilities, the assets remaining shall be transferred in the furtherance of the aforementioned objects to such organisation(s) having objects similar to or compatible with any of the objects of the Association, and which shall prohibit the distribution of its/their income amongst its/their members to an extent at least as great as is imposed on the Association under clause 4 hereof, or, insofar as the assets are not transferred, shall be for charitable purposes.