

THE COMPANIES ACTS 1985 — 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
OF**

West Essex Mind

- 1 The name of the Company (hereinafter called "the Association") is West Essex Mind.
- 2 The Registered Office of the Association will be situated in England and Wales
- 3 The Objects for which the association is establish are -
 - 1) to promote the preservation of mental health and to assist in relieving and rehabilitating persons suffering from mental disorder or conditions of emotional or mental distress requiring advice or treatment in West Essex in association with Mind (the National Association for Mental Health) (hereinafter called "Mind") and in accordance with the aims and objects of Mind ("the Objects")
- 4 The Association shall have the following powers exercisable in furtherance of the objects but no further or otherwise
 - i) to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary for the promotion of its objects and to construct, maintain and alter any buildings or erections which the Association may think necessary for the promotion of the Objects
 - ii) to sell, manage, let, mortgage, dispose of all, or any part, of the property of the Association (subject to such consents as may be required by law)
 - iii) to accept donations, subscriptions, endowments, sponsorship fees, legacies and bequests for any one or more of the Objects of the Association and whether or not they are subject to any special trusts
 - iv) subject to such consents (if any) as may be required by law, to borrow or raise money for the objects on such terms and on such security as may be thought fit
 - v) to invest monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (daily) and such consents (if any) as may be imposed or required by law and subject also as hereinafter provided
 - vi) to engage or employ such persons, not being members of its Executive Board, (whether as employees, consultants, advisers or otherwise) as may be required to promote the

Objects and, subject to the provisions of clause 5 of this Memorandum, to pay reasonable remuneration to the employees of the Association and to make any reasonable and necessary provision for the payment of pensions or superannuation to or on behalf of such employees and the wives, widows, children and other dependants of such persons

- vii) to publish periodicals, magazines, books, reports, leaflets or other documents, films and recorded tapes
- viii) to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others
- ix) to foster and undertake research into any aspect of the Objects and its work and to disseminate the results of any such research
- x) to co-operate and enter into arrangements and confer with representatives of voluntary organisations and with authorities (whether national, local or otherwise) operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them
- xi) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions, donations, subscriptions or any other contributions to the funds of the Association
- xii) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts
- xiii) to make any charitable donations either in cash or assets for the furtherance of the Objects
- xiv) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects
- xv) to insure and arrange insurance cover for, and to indemnify its officers, staff 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
- xvi) to amalgamate with any companies, institutions, societies or associations which are charitable by law and have objects altogether or mainly similar to those of the Association and prohibit 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 members of the Association by this Memorandum of Association
- xvii) to pay out of the funds of the association the costs, charges and expenses of, and incidental to, the formation and registration of the Association
- xviii) to undertake and execute any charitable trusts which may be lawfully undertaken by the Association and may be necessary to further the Objects
- xix) to establish and support (or aid in the establishment and support of) or to amalgamate with any other charitable bodies and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further the Objects

- xx) to do all such other lawful and charitable things as shall further the attainment of all objects or any of them

PROVIDED THAT

- a) In case the Association shall take or hold any property which may be subject to any trusts, the association shall only deal with or invest the same in such manner as allowed by law, having regard for such trusts
- b) The objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- c) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 Executive Board of the association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as the Executive Board would have been if no incorporation had been effected and the Incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Executive Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated

- 5 All income and property of the Association shall be applied solely towards the promotion of the objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association and no member of its Executive Board shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money, or money's worth from the Association

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Association

- a) of reasonable and proper remuneration to any member, officer or employee of the Association (not being a member of its Executive Board) for any services rendered to the Association
- b) of interest on money lent by any member of the Association (or of its Executive Board) at a rate per annum not exceeding two per cent less than the base lending rate of the clearing bank to be selected by the Executive Board
- c) of reasonable and proper rent for premises demised or let by any member of the Association (or of its Executive Board)
- d) of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Executive Board may be a member holding not more than one hundredth part of the capital of that company
- e) to any member of the Executive Board in respect of reasonable out-of-pocket expenses
- f) of any premium in respect of any indemnity insurance to cover liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any

negligence, default, breach of trust, 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 of which the directors knew to be breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of the unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company

- 6 The liability of the members is limited

- 7 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 Association's debts and liabilities contracted before s/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 contributors amongst themselves, such amount as may be required not exceeding £1

- 8 If upon winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any Property whatsoever, the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other 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 amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 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 the aforesaid provision then to some charitable object.

- 9 True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; 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 of the Company for the time being, such accounts shall be open to the inspection of the members. once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

We the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association

Name, Address and Description of subscribers

Full name Douglas Scott Mason (Chairperson)

Signature 

Address The Wellbeing Centre
10-11 Bush Fair
Harlow
Essex
CM18 6NX

Date 28 September 2009