

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

## **Memorandum of Association of UPTURN ENTERPRISE LIMITED**

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1. The name of the Company is "Upturn Enterprise Limited".
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company shall be:
  - (a) To develop the capacity and skills of the members of socially and/or economically disadvantaged communities in such a way that they are better able to identify, and help meet their needs and to participate more fully in society;
  - (b) To develop the capacity and skills of organisations set up for charitable, benevolent or philanthropic purposes in such a way that they are better able to identify and help meet the needs of members of socially and/or economically disadvantaged communities;
  - (c) To relieve unemployment for the public benefit in such ways as may be thought fit, including assistance to find employment;
  - (d) The advancement of education, training or retraining, particularly among unemployed people, and providing unemployed people with work experience;
  - (e) To improve the effectiveness, efficiency and sustainability of organisations particularly in the areas of community development or service user engagement through providing relevant capacity building support, business and marketing solutions, education and training;
  - (f) To provide technical assistance, project development and management expertise to organisations and partnerships set up for charitable, benevolent or philanthropic purposes.
4. In furtherance of the above, the Company shall have the following powers:
  - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - (b) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
  - (c) To make appeals for money and to solicit subscriptions to the funds of the Company and to accept any gifts of real or personal property including those

subject to any trust and/or conditions compatible with the objects of the Company and to undertake to carry out any such trust and/or conditions compatible with the objects of the Company;

- (d) To borrow or raise money for the Company on such terms and on such security as may be thought fit;
- (e) To co-operate and develop partnerships with Government, statutory, voluntary and other bodies which are supportive of the aims of the Company;
- (f) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be necessary to the promotion of the objects of the Company;
- (g) To establish and support or aid in the establishment and support of any company, society, co-operative, firm or other organisation the promotion of which shall in any way be calculated to advance directly or indirectly the objects or interests of the Company;
- (h) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm, or company carrying on any business which the Company is authorised to carry on;
- (i) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law;
- (j) To enter into any partnership or joint-purse or profit-sharing arrangement with any organisation, company, firm or person carrying on or proposing to carry on any activities within the objects of the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of any such company;
- (k) To obtain all necessary permits, licences or trade marks required for the purpose of enabling the Company to carry out its objects upon such terms and conditions as it may think fit;
- (l) To open and operate bank accounts and other facilities for banking;
- (m) 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 manner deal with or dispose of the undertaking and any or all of the property and assets for the time being of the Company for such consideration as the Company may think fit, subject to the provisions of clause 7;
- (n) To establish, maintain or join and subscribe to any retirement benefit scheme for the benefit of any persons who are or were at any time employees of the Company or their dependants;
- (o) To purchase appropriate insurance to protect the Company, its members and its Board of Directors;
- (p) To make payments for community, social or charitable purposes connected to or compatible with the objects of the Company;
- (q) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

6. The Company shall promote equality of opportunity and oppose any form of discrimination on grounds of race, ethnic origin, gender, sexual orientation, age, disability or religion.
7. The income and property of the Company, however obtained, shall be applied solely towards the promotion of the objects of the Company as set out herein and no portion shall be paid or transferred directly or indirectly to any members of the Company, provided that nothing shall prevent any payment in good faith by the Company:
  - (a) of reasonable and proper remuneration to any member, officer or servant of the Company in return for any service actually rendered to the Company;
  - (b) of interest on money lent by any member of the Company at a rate per annum not exceeding 2 per cent above the base lending rate of The Co-operative Bank plc for the time being;
  - (c) of reasonable and proper rent for premises demised or let by any member of the Company;
  - (d) as repayment of reasonable out-of-pocket expenses incurred by any member whilst acting on behalf of the Company.
8. The liability of the members is limited.
9. Every member of the Company undertakes to contribute to the assets of the Company 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 Company 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.
10. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, any assets remaining shall not be distributed amongst the members but shall be transferred to any organisation(s) having objects similar to or compatible with any of the objects of the Company as may be determined by a General Meeting or, if for any reason such assets are not so transferred, they shall be given for charitable purposes within the Area.