

*The Companies Act 1985*

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

## **MEMORANDUM OF ASSOCIATION**

*OF*

### **THE FRESHFIELD SERVICE LIMITED**

1. The Company's name is the Freshfield Service Limited.
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are
  - (A) To relieve poverty and sickness amongst persons in the County of Cornwall who are suffering as a result of drug and substance abuse.

And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

- (B) To provide centres for the supply of advice and guidance.
- (C) To procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documentation.
- (D) To arrange and provide for or to join in arranging and providing for the holding of exhibitions, meetings, lectures and classes.
- (E) To promote and encourage or undertake organised research and experimental and to arrange for the dissemination of the useful results of such research and experimental work.
- (F) To raise funds, whether by the levying of subscriptions by the Company, by means of donations from Companies and other business concerns, or from other charities, private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international health, welfare, educational, social or cultural organisation for or on behalf of the Company, or any person or body of persons pursuing any charitable object which this

Company is authorised to carry on, and to take and accept gifts of property, whether subject to any special trust or not, for the objects of the Company.

- (G) To recruit and assist in the recruitment of voluntary workers in and for the Company and to retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay reasonable and proper fees for their services.
- (H) To make any financial grant or award, and to enter into any contract or arrangement for the provision to any person or body of persons of any technical financial or other assistance, of any service or equipment, labour. Or of travel, accommodation or other facilities, and generally to do all such things as may, in the opinion of Officers, further the primary charitable objects of the Company.
- (I) To establish, equip and maintain a library, and to provide publish or contribute to the publication of any papers, books, periodicals reports or other documents, films, slides, tapes, dvd's, plans or models.
- (J) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of, or co-operate or federate with any other charitable organisations or associations whose objects are in whole or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company, to act as trustees or agents for and to manage and to undertake the property, assets, liabilities and engagements of any such organisations or associations and to subscribe or guarantee money for any purposes in any way calculated to further the objects of the Company.
- (K) To foster and encourage co-operation and communication between similar organisations, societies, other charitable institutions and local and national authorities and to co-ordinate the activities and represent the views of those making use of the facilities of the Company and its members.
- (L) Subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, sell mortgage, lease or otherwise dispose of or turn to account any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary for the work of the Company.
- (M) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Company on such terms and on such security as the Officers shall think fit, and whether by the creation and issue of debentures or debenture stock or otherwise.
- (N) Subject to such consents as may be required by law, to receive money on deposit or loan upon such terms as the Company may approve, and to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be conducive to its objects.

- (O) Subject to such consents as may be required by law, to invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments or securities and in such manner as may from time to time be determined, subject nevertheless to such conditions (if any) and such consents(if any) as may be for the time being be imposed or required by law and subject also as hereinafter provided.
- (P) Subject to such consents as may be required by law, to sell, mortgage, improve manage, turn to account, exchange, let or grant licence, easements and other rights in or over, and in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company as may be expedient for the promotion of its objects.
- (Q) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.
- (R) Subject to such consents as may be required by law, 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.
- (S) To do all such other lawful things as are necessary for the attainment of the objects of the Company or any of them.

Provided that:

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Objects of the Company shall not extend to the regulation of relations between employers and workers and workers or organisations of employers and organisations of workers.
- (iii) 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 Executive Committee or Governing Body of the Company 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 they would have been, as such Executive Committee or Governing Body, 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 or the Charity Commissioners over such Executive Committee or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and except with the prior written consent of the Charity Commission 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 Company, and no member of its Executive Committee or Governing Body 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 herein shall prevent the payment, in good faith, by the Company:-

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Council of Management or Governing Body) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being prescribed by the National Westminster Bank Limited, or 3 per cent, whichever is greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or its Council of Management or Governing Body;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company;
- (e) to any member of its Council of Management or Governing Body of out-of-pocket expenses.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £100) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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.

7. If, upon the 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 among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects the same or similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among 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 can not be given to this provision, then to some other charitable object as near as may be to that of the Company.

## 8. Trustee Indemnity Insurance

“To provide indemnity insurance to cover the 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 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 directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to 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 any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company”

“Directors not to have a personal interest. The income and property of the company shall be applied solely towards the promotion of the objects and no part shall be paid directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the company, and no director shall be appointed to any office of the company paid by salary or fees or receive or 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 reasonable and proper remuneration for any services rendered to the company by any member, officer or servant of the company who is not a director;
  2. of interest on money lent by any member of the company or director 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 directors;
  3. of fees, remuneration or other benefit in money’s worth to any company of which a director may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  4. of reasonable and proper rent for property demised or let by any member of the company or a director;
  5. to any director of reasonable out-of-pocket expenses
  6. of any premium in respect of any indemnity insurance to cover the 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 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 directors knew to be a breach or trust or breach of duty or which was committed by the directors in reckless disregard to 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 an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company”
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