

THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF ALZHEIMER'S SUPPORT

- (i) The name of the Company is "Alzheimer's Support" and is hereinafter referred to as "**the Company**"
- (ii) The registered office of the Company will be situated in England
- (iii) The objects for which the Company is established are to improve the quality of life and to relieve poverty, sickness and distress for people with all forms of dementia, together with families and carers, primarily for people living in Wiltshire.

In furtherance of the above objects but not further or otherwise, the Company shall have the following powers:

1. In compliance with its aims and principles, to be opposed to all forms of racism and discrimination and to be committed to ensuring that all the Company's services are equally available to all people
2. To provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain buildings and other premises as may from time to time be required for the purpose of the Company
3. To employ all such employees, who shall not be Directors of the Company, as may be required for the purposes of the Company and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants
4. To borrow or raise money on such terms and on such security as may be considered necessary and in particular by a mortgage, charge or lien upon all or any of the property
5. 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
6. To raise funds and to invite and receive contributions, provided that the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations
7. To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property

8. To do all such lawful acts or things as are considered necessary by the Executive Committee for the attainment of the objects of the Company

(iv) 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 no portion thereof shall be paid or transferred directly or indirectly by way of profit, to members of the Company and no member of its Executive Committee shall be appointed to any office or remuneration or other benefit in money's worth from the Company

Provided that nothing herein shall prevent any payment in good faith by the Company:

(a) of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or for any professional of other services rendered to the Company by any member (including any Director), officer or servant of the Company, 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 Executive Committee benefit under this provision and that a member of the Executive Committee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

(b) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of the Executive Committee) for services rendered to the Company;

(c) if interest which is reasonable having regard to the market rate of interest prevailing from time to time on money lent or reasonable and proper rent for premises demised or let by any member of the Company or its Executive Committee;

(d) to any member of its Executive Committee for reasonable out-of-pocket expenses;

(e) to a Company of which a member of the Company or of its Executive Committee may be a member holding not more than one hundredth part of the capital of such company

(v) The liability of the members is limited

(vi) 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 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. Such amount as may be required not exceeding one pound sterling (£1).

- (vii) 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 among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to 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 (iv) hereof, such institution or institutions to be determined by members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

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

<u>NAMES</u>	<u>ADDRESSES</u>	<u>DESCRIPTIONS</u>
Dr Hugh McBryde	Church Farm, Church Street Semington, Trowbridge, Wilts BA14 6JS	Retired
Roger Kneebone	20 Blind Lane, Southwick Trowbridge, Wilts, BA14 9DG	Charity Finance Officer
John C Robinson	56a South Wraxall, Bradford- on-Avon, Wilts, BA15 2SE	Retired

Witness:

R P C Hazell	26 Victoria Road, Swindon Wilts	Solicitor
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Date: 5 July 1995