

## COMMUNITY BASE

### MEMORANDUM OF ASSOCIATION

*Company number 3121688, incorporated on 3rd November 1995 as a company limited by guarantee and not having share capital*

1. The company's name is Community Base (and in this document it is called 'the charity').
2. The charity's registered office is to be situated in England and Wales.
3. The charity's objects ('the objects') are to promote any charitable purpose for the benefit of the inhabitants of Sussex and beyond without distinction of sex, race, disability, sexuality or political, religious or other convictions by the provision of accommodation and equipment and services to charities and voluntary organisations engaged in the furthering of charitable purposes.
4. In furtherance of the objects but not otherwise the charity may exercise the following powers
  1. to acquire, alter, improve and (subject to such consents as may be required by law) to change or otherwise dispose of property
  2. 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 charity; to raise funds and to invite and receive contributions provided that in raising funds the charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations
  3. subject to clause 5 below, to employ such staff and other personnel who shall not be directors of the charity (hereinafter referred to as 'the trustees') as are necessary for the proper pursuit of the objects and to make all necessary and reasonable provisions for the payment of pensions and superannuation to staff and their dependants
  4. to establish or support any charitable trusts, associations or institutions formed for all or any of the objects
  5. to cooperate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice with them
  6. to pay out of the funds of the charity the costs, charges and expenses of, and incidental to, the formation and registration of the charity
  7. to do all such lawful things as are necessary for the achievement of the objects.
5. The income and property of the charity shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the charity, and no trustee shall be appointed to any office of the charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the charity, provided that nothing in this document shall prevent payment in good faith by the charity
  1. of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession or business, or by any partner of his or hers, when instructed by the charity to act in a professional or business capacity on its behalf, provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner is under discussion
  2. of reasonable and proper remuneration for any services rendered to the charity by any member, officer or servant of the charity who is not a trustee
  3. of interest or money lent by any member of the charity or trustee at a reasonable or 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 trustees
  4. of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100 part of the issued capital of that company
  5. of reasonable and proper rent for premises demised or let by any member of the charity or a trustee
  6. to any trustee for reasonable out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the charity undertakes to contribute such amount as may be required (not exceeding £1) to the charity's assets if it should be wound up while he or she is a member or within one year after he or she 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.
8. If the charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid or distributed among the members of the charity, but shall be given or transferred to some other charity or charities having objects similar to the objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the charity by clause 5 above, chosen by the members of the charity at or before the time of dissolution and if that cannot be done then to some other charitable object.