

SPLASH MISSION STATEMENT

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THE COMPANIES ACTS
1985 AND 1989

COMPANY LIMITED BY GUARANTEE
(AND NOT HAVING A SHARE CAPITAL)

MEMORANDUM OF ASSOCIATION
OF S P L A S H

1. The name of the Company is SPLASH
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - (a) To relieve poverty amongst persons resident in the South Poplar and Limehouse areas of the London Borough of Tower Hamlets, particularly by the provision of advice and assistance in regard to housing.
 - (b) To educate families in the said areas in better standards of child care and parenting.
 - (c) To promote good race relations in the said South Poplar and Limehouse area by endeavouring to eliminate discrimination on grounds of race and encouraging equality of opportunity between persons of different racial and cultural backgrounds.
 - (d) To promote the education of persons in the said South Poplar and Limehouse area who through their social and economic circumstances, or due to lack of knowledge of the English language, are in need and unable to gain employment.
 - (e) To provide facilities for recreation or other leisure time occupations to persons who have need of such facilities by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances.

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

- (1) To promote and organise co-operation in the achievement of its objects and to that end to bring together representatives of voluntary organisations and statutory authorities within the said Blackwall Ward

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- (2) To provide training courses, instruction and demonstrations for the purpose of developing crafts and skills among the unemployed with a view to enhancing their prospects of gaining employment.
- (3) To obtain grants from any source for the charitable purposes of the Company and to carry out the terms of such grants.
- (4) To provide assistance by grants or otherwise to individuals or organisation engaged or intending to be engaged in any activities mentioned in the foregoing objects to enable them to receive or undertake vocational training.
- (5) To co-operate with any person or organisation in the provision of vocational training.
- (6) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any objects of the Company.
- (7) To construct, maintain, improve, rebuild and alter any houses, buildings, or works necessary for the objects of the Company.
- (8) To accept gifts of any property or money including any interest therein, whether subject to any special trust or not, for any one or more of the objects of the Company.
- (9) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, or otherwise provided that the trustees shall not undertake any permanent trading activities in raising funds for its charitable objects.
- (10) To cause to be written, printed, published and circulated (gratuitously or otherwise) any newspapers, periodicals, pamphlets, reports, journals, films, instructional matter, books, recorded tapes, documents or leaflets and to organise lectures, classes, exhibitions, meetings, seminars, broadcasts and courses of instruction necessary for the promotion of its objects, either alone or with others
- (11) To foster and undertake research into any aspect of the objects

of the Company and its work and to disseminate the results of such research

- (12) Subject to such consents as may be required by law to sell, manage, lease, mortgage, charge, insure, dispose of, or otherwise deal with or turn to account all or any part of the property of the Company.
- (13) Subject to such consents as may be required by law to borrow and raise money for the purposes of the Company in such manner as the Company may think fit.
- (14) (a) To invest income received by the Company not immediately required for its purposes in or upon such investments, securities or property of whatever nature and wherever situated or place the same on deposit at interest with any bank insurance company or local authority as may be thought fit

(b) To invest the capital of the Company not immediately required for its purposes in or upon such investments, securities, land (including any estate or interest in the same) and property of whatever nature and wherever situated and whether income producing or not including such personal credit with or without security as may be thought fit.

PROVIDED ALWAYS that the powers in sub-clauses 14(a) and 14(b) shall be exercised subject to such conditions and consents as may from time to time be imposed on required by law and subject also to the provisions hereinafter contained.

- (15) To undertake any charitable trusts which will further any of the objects of the Company.
- (16) To employ and/or engage persons (who shall not be Governors of the Company) for each and any objects and/or purposes of the Company and make all reasonable and necessary provision for the payment of pensions and superannuation benefits to or in respect of employees and their other dependents.
- (17) To establish and support, and to aid in the establishment and support of, any other trusts, associations, bodies or corporations wheresoever constituted or operating formed exclusively for all or any of the objects of the Company the establishment or support in aid in the establishment or support of which shall be legally

charitable.

- (18) To co-operate with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Company in furtherance of the objects of the Company or similar charitable purpose and to exchange information and advice with them.
- (19) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (20) To co-operate and enter into arrangements with any authorities, national, local or otherwise
- (21) 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.
- (22) To insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit
- (23) To provide or assist in the provision of facilities for low cost housing and environmental improvements, including open space and gardens.
- (24) To pay out of the funds of the Company the cost, charges and expenses of and incidental to the formation and registration of the Company under the Companies Acts and the Charities Act 1993
- (25) To do all such other lawful things in order to further the attainment of the above objects 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 workers and employers or organisations of

workers and organisations of employers;

- (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 Management Committee 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 as such Management Committee have been if no incorporation had been effected, and the incorporation of the members shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commissioners over such Management Committee but they shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association 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 members of the Company and no member of the Management Committee 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 any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any officer or servant of the Company not being a member of the Management Committee for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or member of the Management Committee at a rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by a clearing Bank selected by the Management Committee or 3% whichever is the greater;
- (c) of a proper market rent for premises demised or let by any member of the Company or member of the Management Committee;
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member

holding not more than 1/100 part of the capital of that Company;

(e) to any member of the Management Committee of reasonable out-of-pocket expenses.

5. The liability of the members is limited.

6. 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.

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 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 cannot be given to such provision then to some charitable object.

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