

Company Number:
03256554

The Companies Act 1985 and 1989

Company Limited by Guarantee and

not

having a Share Capital

Memorandum of Association

of

Escape Family Support Limited

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Escape Family Support Limited

(as amended by special resolution dated 20014)

1. The name of the Company (hereinafter called the Association) is Escape Family Support Limited (Association).
2. The registered office of the Association will be situated in England.
3. The object for which the Association is established are:
 - 3.1 to provide support, counseling, mediation to relieve the poverty, sickness and distress of drug, alcohol and solvent users and their families who are or have been suffering from the misuse of substances being any substance which is misused to the detriment of the health of the individual in the community of Northumberland and elsewhere as the Association may determine;
 - 3.2 to advance education and training of the community of Northumberland and elsewhere as the Association may determine in the problems resulting from non-medical use and abuse of drugs and associated problems; and
 - 3.3 to provide support, counselling, mediation and accommodation to relieve the poverty, sickness and distress of vulnerable adults in the community of Northumberland and elsewhere as the Association may determine.
4. The Association shall have the following powers exercisable in furtherance of its said object but not further or otherwise namely:
 - 4.1 to provide educational information to carers and these related to or dependent on persons who are or have been suffering from the misuse of drugs, alcohol or solvents as referred to in paragraph 3 above;
 - 4.2 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 Association;
 - 4.3 to raise funds and invite and receive contributions;
 - 4.4 to acquire, alter and improve property and/or plant and machinery and any other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
 - 4.5 to sell, lease or otherwise dispose of all or any part of the property belonging to the Association. In exercising this power the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993 as amended by the Charities Act 2006 and any other legal

requirements;

- 4.6 to print and publish any newspaper, periodicals, books or leaflets necessary for the promotion of its objects;
- 4.7 to employ such staff, who shall not be directors (hereinafter called the management committee) of the Association, as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
- 4.8 subject to the consent as is by Law required to borrow and raise money in any manner that the Association thinks fit;
- 4.9 to establish or support any charitable trusts, associations or Institutions formed for any of the charitable purposes included in the Object;
- 4.10 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Object or similar charitable purposes and to exchange information and advice with them;
- 4.11 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.12 to:
 - 4.12.1 deposit or invest funds;
 - 4.12.2 employ a professional fund-manager; and
 - 4.12.3 arrange for the investments or other property of the Association to be held in the name of nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.13 to provide indemnity insurance for the directors or any other officer of the Association in relation to any such liability as is mentioned in sub-clause 4.15 but subject to the restrictions specified in sub-clause 4.16;
- 4.14 to do all such other lawful things as are necessary for the achievement of the Object.
- 4.15 The liabilities referred to in sub-clause 4.13 are:
 - 4.15.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association; and
 - 4.15.2 the liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 4.16 The following liabilities are excluded from sub-clause 4.15:
 - 4.16.1 fines;
 - 4.16.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or willful or reckless misconduct of the director or other officer; and
 - 4.16.3 liabilities to the Association that result from conduct that the director or other officer knew or must be assumed to have known was not in the best interest of the Association or about which the person concerned did not care whether it was in the

best interests of the Association or not.

4.17 There is excluded from sub-clause 4.16.1 any liability to make such a contribution where the basis of the directors liability is his or her knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into solvent liquidation.

5. The income and property of the Association 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 Association and no management committee member shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the Association;

provided that nothing in this document shall prevent any payment in good faith by the Association:

5.1 of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its management committee) for any service rendered for the Association;

5.2 of interest in money lent of the Association or its management committee at a rate per annum not exceeding two per cent (2%) less than the minimum lending rate for the time being prescribed by Lloyds TSB Bank PLC or three per cent (3%) whichever is the greater;

5.3 of reasonable and proper rent for premises devised or let by any member of the Association or management committee;

5.4 of fees remunerations or other benefit in money or monies worth to any company of which a member of the management committee of the Association provided that the management committee member does not hold more than one per cent (1%) of the capital of such company;

5.5 subject to the restrictions in sub-clauses 4.15 - 4.17 a member of the management committee may benefit from trustee Indemnity insurance purchased at the Association's expense. A member of the management committee may also receive an indemnity from the Association in the circumstances set out in article 23 of the articles of association of the Association;

5.6 to any member of its management committee of reasonable out of pocket expenses, properly incurred by him or her when acting on behalf of the Association;

5.7 a member of the management committee may receive a benefit in the capacity of a beneficiary of the Association; and

5.8 a member of the management committee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a director where that is permitted in accordance with, and subject to *the* conditions in, section 73A of the Charities Act 1993.

6. If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles of association of the Association, the unconflicted directors may authorize such a conflict of interests in accordance with the articles of association of the Association.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up he/she as a member or within, one year after he/she ceases

to be a member the payment of the debts and liabilities of the Association contracted before he/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 contributions amongst themselves such amount as may be required not exceeding ten pounds (£10.00).

9. If upon winding up or dissolution of the Association there remains after the satisfaction of its debts and liabilities any property whatsoever the same shall not be distributed amongst the members of the Association but shall be given or transferred to some other charitable society institution or organization having objects similar to the objects of the Association 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 upon the Association under it by virtue of clause 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution and if and so far as affect cannot be given to such a provision then to some Charitable Object.