

MEMORANDUM OF ASSOCIATION OF CAMPAIGN AGAINST LIVING MISERABLY

1. The Company's name is "CAMPAIGN AGAINST LIVING MISERABLY".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

The preservation and protection and improvement of mental health and well-being amongst young persons in England and Wales by offering but not limited to the use of support services, counselling, advice and/or information about depression and/or crisis management in whatever form is deemed most appropriate at that time to ensure that the services on offer are accessible to young people, and through but not limited to the advancement of health education and public awareness relating to young people's mental health issues.

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

- (a) To arrange, provide, supply and support the provision of advice, helplines, counselling, support services and the like and to provide and facilitate access to information about mental health care, welfare and support services and facilities, whether local or national.
- (b) To provide, encourage and facilitate care, welfare and support services and facilities for young people and their families and carers in relation to mental health, including depression and crisis management.
- (c) To encourage and promote mental health care and awareness of good mental health.
- (d) To encourage and facilitate education in relation to mental health, including but not limited to depression and crisis management and to raise public awareness and understanding in relation to such matters.
- (e) To collaborate and co-operate with the music, entertainment, leisure, fashion and other industries in order to better promote the objects of the Company to young people.
- (f) To engage and make use of educationalists, youth workers, doctors, nurses, therapists, counsellors, scientists, researchers and others as the

directors may think fit and whether as staff, experts, advisers, contractors, volunteers or otherwise.

(g) To collaborate with, work in partnership with, advise and assist health trusts, local authorities, community bodies and any other organisations, bodies, groups, charitable institutions or others active in the fields of mental health, depression and crisis management awareness and care.

(h) To encourage and facilitate evaluations, assessments, studies and research in the areas of mental health, depression and crisis management awareness and care, provided always that the results of such activities conducted or funded by the Company are made publicly available (subject to standard medical confidentiality procedures).

(i) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.

(j) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall only undertake such trading activities in raising funds for the above mentioned charitable objects as may be lawful.

(k) To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.

(l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

(m) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

(n) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(o) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think

necessary for the promotion of its objects.

(p) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.

(q) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.

(r) 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 dependants.

(s) To provide indemnity insurance to cover the liability of the Board of Directors (or any of them) 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 Board of Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Board of Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

(t) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

(u) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

(v) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.

(w) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

(x) To do all such other lawful things as are necessary for the attainment of the above objects or any of them. Provided that:-

(a) 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.

(b) 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.

(c) 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 Board of Directors 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 Board of Directors have been 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 Board of Directors 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 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 its Board of Directors 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 the usual professional charges for business done by any member of the Board who is a solicitor, accountant or other person engaged in a profession, 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 Board benefit under this provision and that a member of the Board shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.

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

(c) of interest on money lent by any member of the Company or of its Board of Directors 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 Board of Directors;

(d) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors;

(e) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Board of Directors may also be a member holding not more than 1/100th part of the capital of that company; and

(f) to any member of its Board of Directors of reasonable out-of-pocket expenses; and

(g) of any premium in respect of any such indemnity insurance as is permitted by Clause 3(s) of the

Memorandum of Association of the Company.

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 £1) 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 similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property 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 other charitable object.