

The Companies Acts 1985 and 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
BANKSIDE LOCAL MANAGEMENT BOARD LIMITED

1. The name of the Company (hereinafter called “the Company”) is “Bankside Local Management Board Limited”.
2. The registered office of the Company is to be situated in England and Wales.
3. The Company is established for the public benefit within the United Kingdom for the following objects, namely:-
 - (a) (i) To provide promote facilitate or advance directly or indirectly the Community as a better place to live, work or visit.
 - (ii) To provide promote or advance directly or indirectly the regeneration and economic and social well being of the Community.
 - (b) To promote or advance or indirectly and assist business in the Community
 - (c) To provide or promote or advance directly or indirectly the social health and economic well being of persons in the Community
 - (d) To provide or promote the advancement of education and learning, including training in skills relevant to securing employment
 - (e) To advance or provide or promote the arts and public education in the arts
 - (f) To promote or provide directly or indirectly facilities for public recreation or other leisure time occupation
 - (g) To preserve, repair and maintain (directly or indirectly) for the benefit of the general public buildings of historical, architectural, community or constructional interest

- (h) To conserve, protect and improve (directly or indirectly) the physical and natural environment
 - (i) To provide (directly or indirectly) services advice and assistance to the aged disabled or sick persons in need thereof
 - (j) To procure, promote or carry out any form of entertain in the Community
 - (k) To promote such other purposes for the general benefit of the public or sections of the public (including individual communities defined by the geographical areas in which they live or work) in the Community as the Company shall think fit.
4. In furtherance of its objects but not otherwise, the Company shall have the following powers, namely:
- (i) To investigate and to inquire into the needs of local communities and to advance such communities for the public benefit.
 - (ii) To promote co-operation among and to co-operate and liaise with other institutions, societies or organisations, whether in the United Kingdom or elsewhere and whether of a local or international nature.
 - (iii) To encourage and promote the education of the public concerning higher and further education.
 - (iv) To provide grants and provide other financial assistance to members of the public so as to relieve their poverty or further their education.
 - (v) To enter into agreements with and to affiliate to any other organisation, whether or not established for charitable purposes only, to better promote and further the objects of the Company both within the United Kingdom and internationally.
 - (vi) To make grants, loans and provide other assistance including grants, loans or assistance to any other institution, whether established for charitable purposes only or otherwise, save that the Company shall ensure that if any such grant, loan or assistance shall be provided the same shall be applied for charitable purposes only falling within the objects of the Company.
 - (vii) To employ and pay such officers and staff (who shall not be Directors of the Company) as may be thought fit.
 - (viii) To bring together in conference representatives of voluntary organisations, government departments, statutory authorities and individuals.

- (ix) To promote and carry out or assist in promoting and carrying out research, surveys and investigations and to publish the useful results of such research, surveys and investigations.
- (x) To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses, whether in the United Kingdom or elsewhere.
- (xi) To collect and disseminate information on all matters affecting the objects of the Company and exchange such information with other bodies having similar objects, whether in the United Kingdom or elsewhere.
- (xii) To publish any materials and to issue any memoranda, whether written or oral (or partly in writing and partly oral) to educate the public and to promote their awareness of the objects of the Company.
- (xiii) To issue statements or to publish any materials designed to further the objects of the Company and generally to make representations to any Government, whether of the United Kingdom or abroad and to any Government Department or Agency or other institution or body whatsoever on any matter or issue and to express views, whether of a public or private nature on any matter affecting the objects of the Company or the discharge of those objects.
- (xv) To undertake, execute, manage or assist any charitable trusts which may lawfully be undertaken, executed, managed or assisted by the Company.
- (xv) To procure to be written and print, publish, issue and circulate gratuitously or otherwise such papers, books, periodicals, pamphlets or other documents and to produce and market films, sound recordings, and other visual and aural aids relating to the objects of the Company.
- (xvi) To purchase, take on lease or in exchange hire or otherwise acquire any property and any rights and privileges necessary for the promotion of the objects of the Company and construct, maintain and alter any buildings or erections.
- (xvii) To make regulations for any property, rights and privileges which may be so acquired.
- (xviii) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company, subject to such consents as may be required by law.
- (xix) To accept gifts and borrow or raise money for the objects of the Company on such terms and on such security as shall be thought fit.
- (xx) To purchase and maintain insurance for:

- (a) any property of the Company against any foreseeable risk and to take out all such other policies of insurance to protect the property of the Company as it thinks fit;
 - (b) any of the Officers or servants of the Company (or any of them) against any liability which by virtue of any rule of law might otherwise attach to them except any claim which may arise out of his own wilful default or wrongdoing;
 - (c) any liability of the members of the Board of Directors (or any of them) which by virtue of any rule of law might otherwise attach to them in respect of any negligence, default, breach of trust of which they would be guilty in relation to the Company: provided that such insurance shall not extend to any claim arising from any act or omission which the members of the Board knew was a breach of duty or breach of trust or which was committed by the members of the Board in reckless disregard of whether it was a breach of trust or not.
- (xxi) To procure contributions to the Company by personal or written appeals, public meetings or otherwise.
- (xxii) To invest the cash and other property of the Company in or upon such investments, securities or other property, whether real or personal, or on deposit or loan, whether in the United Kingdom or elsewhere, as may be thought fit: Provided that the Company shall not invest by way of underwriting any new issue of shares, stock or other securities or in the acquisition or sale of any futures contract, warrants or options to acquire or dispose of property except that the Company may invest:-
- (a) by way of underwriting an issue of stock eligible to be held by the Company where it does so in order to secure an allocation of the new issue (and not for the sole or main purpose of obtaining commission) and is satisfied that to do so is not unduly hazardous or speculative;
 - (b) in the acquisition or sale of such futures contracts, warrants or options where the Company does so in order to protect the property of the Company against some risk and is satisfied that to do so is not unduly hazardous or speculative.
- (xxiii) To appoint as an investment manager for the Company a competent person to act in that capacity who is either:
- (a) an individual of repute with at least 15 years experience of investment management and is an authorised person within the meaning of the Financial Services Act, 1986; or

- (b) a company or firm of repute which is an authorised or exempted person with the meaning of that Act otherwise than by virtue of S.45(1)(J) of that Act,

and to delegate to an investment manager so appointed power, at his discretion, to buy and sell investments for the Company in accordance with the investment policy laid down by the Company provided that where the Company makes any delegation in accordance with the provisions of this sub-clause it shall do so on terms that:-

- (a) the investment manager shall comply with the terms of delegated authority and shall not do anything which the Company does not have power to do; save that nothing in this Clause shall prevent any investment manager so appointed (or any firm or company associated with that manager) from acting as a market maker or from buying or selling securities as both principle and agent without being liable to account in respect thereof for any profit earned so long as he or they shall have complied with the relevant statutory and regulatory requirements imposed on them in the conduct of “investment business” within the meaning of the Financial Services Act, 1986.
 - (b) the Company may revoke any such delegation or vary any of its terms on reasonable and proper notice;
 - (c) the Company shall give directions to the investment manager as to the manner in which he is to report to them all sales and purchases of investments made on their behalf.
- (xxiv) To make such arrangements as it thinks fit for any investments of the Company or the income from those investments to be held by a corporate body as the Company’s nominee and to pay reasonable and proper remuneration to any such nominee acting in pursuance of this Clause.
- (xxv) To do all such other lawful things as are necessary, conducive or incidental to the attainment of the said 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 is allowed by law, having regard to such trusts.
- (b) In case the Company shall take or hold any property in England, Scotland, Wales or Northern Ireland 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 that may come into their hands, the Board of Directors 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 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.

5. 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, save as hereinafter provided, receive any remuneration or other benefit in money or money's worth from the Company other than in respect of reasonable and proper expenses for any services rendered to the Company.

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

- (a) of all usual and proper professional or other charges to any member of the Board of Directors who is a Solicitor, Accountant or otherwise engaged in a profession for work done by him or his firm in connection with the discharge of the objects of the Company;
- (b) of reasonable and proper remuneration to any member, officer or servant of the Company (not save as herein provided being a member of its Board) for any services rendered to the Company;
- (c) of reasonable and proper remuneration to any member of the Board appointed as Chief Executive of the Company for any services rendered by him to the Company.
- (d) of interest on money lent by any member of the Board at a rate not exceeding 2 per cent per annum over the rate at which deposits in sterling of an amount equivalent to the amount of any loan are, at the date of such loan available in the London Interbank market for a period of 12 months to the Company's bankers;
- (e) of reasonable and proper rent for premises or property demised or let by any member of the Company, or of its Board;
- (f) of any premium in respect of indemnity insurance under Article 57 of the Articles of Association with which the Company is incorporated;

- (g) to any Member of its Board of out of pocket expenses.
6. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force which would have the effect that the Company shall cease to be a Company to which Section 30 Companies Act 1985 applies.
 7. The liability of the Members is limited.
 8. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company 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 contributors among themselves.
 9. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to such other not for profit institution or institutions having objects similar to the Company's objects, which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the Board of the Company at or before the time of dissolution and if an in so far as effect cannot be given to this provision then to some other charitable object.
 10. Words and expressions used herein shall have the same meanings (where the context permits) as they are given in the Articles of Association with which the Company is incorporated.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

Dated this

Witness to the above signatures: