# The Companies Acts 1985 & 1989 COMPANY LIMITED BY GUARANTEE

# Memorandum of Association of The Bridge Collective C.I.C

## **Community Interest Company**

1. The Company is to be a community interest company and shall be known as "the Company" in this Memorandum.

#### Name

2. The name of the Company is: 'The Bridge Collective C.I.C'.

## **Registered Office**

3. The registered office of the Company will be situated in England and Wales.

#### **Objects**

4. The Company's object is to carry on activities which benefit communities throughout the South West of England and in associating together by people from statutory authorities, communities. voluntary and other organisations in a common effort to work with, and for the benefit of those who experience mental health problems, to explore ways to integrate them back into the community and to create a new culture that values the experiences of said people and the issues they face throughout their everyday lives.

In carrying out the above objects the Company shall (subject to the provisions of Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company Regulations 2005) abide by principles of equality of opportunity and oppose any form of discrimination on grounds of race, ethnic origin, gender, sexual preference, age, disability or religion.

#### **Powers**

5. The Company shall have the powers to do anything that is incidental or conducive to the furtherance of its objects, and in particular: (a) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Company's objects(b) To borrow or raise or secure the payment of any money for the purposes of or in connection with the Company's objects, and for the purpose of and in connection with the borrowing or raising of money by the

Company to become a member of any Building Society subject to the provisions of clause 6 below.

- (c) To mortgage and charge the undertaking and all or any of the real or personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers and privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance subject to the provisions of clause 6 below.
- (d) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or in whose undertakings the Company is interested, whether directly or indirectly.

In carrying out its objects the Company shall have regard to promoting the physical, mental and spiritual well-being of the community and especially those who participate in the activities of the Company.

6. In accordance with the provisions of Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company Regulations 2005 the interest paid by the Company on money borrowed shall not exceed such a rate as is necessary to attract and retain the capital required to further the Company's objects.

# **Limited liability**

7. The liability of the members is limited.

#### Guarantee

- 8. 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 ceased to be a member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.
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