

Memorandum of Association of  
**Community Creative Ltd**

A Company Limited by Guarantee & not having a share capital

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**Name**

1. The name of the Company is “Community Creative Ltd”, referred to in this document as “the Company”.

**Registered office**

2. The registered office of the Company will be situated in England.

**Objects**

3. The objects of the Company shall be:
  - (a) To provide online and offline communication and Information Technology services to predominantly, but not exclusive to, third sector organisations in Coventry, Warwickshire and surrounding areas;
  - (b) To enable the sector to become self sufficient wherever possible through providing advice, services and training;
  - (c) To raise public awareness by associating with voluntary organisations, the local authority, local residents, communities and local organisations in a common effort to provide services enabling individuals to move forward with their lives;
  - (d) To manage and improve the facilities and services of the Company which, in the opinion of the Directors, may enhance the sustainability of the Company.

**Powers**

4. In furtherance of the above objects but not otherwise, the Company shall have the following powers:
  - (a) To establish and support or aid in the establishment and support or to amalgamate with any other institutions or associations and to subscribe or guarantee money for purposes in any way connected with the purposes of the Company or calculated to further its objects;
  - (b) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
  - (c) To undertake and commission and publish the useful results of research into relevant issues, and to run lectures, seminars, conferences and courses;
  - (d) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
  - (e) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;

- (f) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;
- (g) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;
- (h) Subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit;
- (i) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (j) To engage or employ such personnel, whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company.
- (k) To invest the moneys of the Company not immediately required for its own purposes 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 for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (l) To apply monies in insuring any buildings being the property of the Company at their full value;
- (m) To obtain, acquire and purchase all necessary permits, licences or trade marks and other intellectual property rights required for the purpose of enabling the Company to carry on its objects upon such terms and conditions as it may think fit;
- (n) To insure and arrange insurance cover for and to indemnify the officers, servants and voluntary workers of the Company and its Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (o) To provide indemnity insurance to cover the liability of the Directors 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 Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company;
- (p) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

### **Equality of opportunity**

5. In carrying out its objects, the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.

**Not-for-profit status**

6. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the Members of the Company.
7. If upon the winding up or dissolution of the Company there remains - after the satisfaction of its debts and liabilities - any property whatsoever, the same shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company (which may include local groups and organisations which are Members of the Company).

**Members' limited liability**

8. The liability of the Members is limited.
9. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time they are a Member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which they ceased to be a Member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding one pound sterling.