

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF
THE RURAL SERVICES PARTNERSHIP LIMITED

1. Name

The name of the Company is The Rural Services Partnership Limited.

2. Registered Office

The registered office of the Company is situated in England.

3. Objects and Powers

The objects for which the Company is established are:-

- (a) To research, promote, campaign and lobby for the interests of residents, businesses and communities of the most rural areas of the United Kingdom and of those people, authorities bodies, organisations and companies (including voluntary or community/third sector bodies) whose remit is to provide services or aid and assistance or advocacy to or on behalf of the residents, businesses and communities of those areas as part of their area of activity.
- (b) To create a network of service providers and rural interest groups (including voluntary or community/third sector bodies) who will work together to share information, analysis, views and best practice/innovation in service provision in the most rural areas.
- (c) Where appropriate to provide a range of services direct to organisations in membership of the Company as decided from time to time
- (d) To do anything which is, or is intended to be, conducive to improving the provision of services to residents, businesses or communities of the most rural areas of the United Kingdom including researching and lobbying for a fair share of central government (and its agencies and/or non-governmental organisations) and other funding to support such service provision.
- (e) To support the training or development of persons engaged in or contemplating future engagement in issues relevant to the

economic and/or social and/or environmental well being of rural areas.

- (f) To work with SPARSE-Rural (or any successor or similar body (ies)) in furtherance of these objects.

4. In furtherance of those objects but not otherwise the Company shall have the following powers:-

- (a) To purchase, take a lease or otherwise acquire for the purpose of the Company any estate, lands, buildings, easements or other interests in real estate and to sell, let or otherwise dispose of or grant rights over any real property belonging to the Company.
- (b) To purchase or otherwise acquire, construct, equip, maintain and adapt and alter any houses, buildings, or installations and to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company.
- (c) To raise funds and to invite and receive contributions and gifts of property from any person or persons whatsoever by way of subscription, donation, demise, bequest, grants in aid and otherwise provided that the Company shall not undertake any permanent trading activity other than for the purpose of raising funds for its objects.
- (d) To take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of promoting the interests of or procuring contributions to the funds of the Company.
- (e) To borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit and to execute and issue such security as the Company shall think fit including mortgages, charges or securities over the whole or any part of its assets present or future.
- (f) To loan money or give grants, gifts, awards and other financial assistance in furtherance of any of the objects of the Company, on such security as may be thought fit (with such consents as are required by law).
- (g) To invest the funds of the Company on or upon such investments, securities or property as may be thought fit.

- (h) To subscribe to any local or other charities and voluntary organisations and to make grants for any purpose consistent with the Company's objects.
- (i) To establish, promote, support, co-operate or amalgamate with any other association, society or body having objects wholly or in part similar to those of the Company and to acquire or dispose of any property asset, liabilities and engagements necessary to give effect to any such establishment, promotion, support, co-operation or amalgamation.
- (j) To co-operate and enter into arrangements or joint ventures international, national, regional, sub-regional or local with any authorities or national agencies.
- (k) To hold exhibitions, meetings, lectures, seminars and courses either alone or with others.
- (l) To cause to be written and printed, published or otherwise reproduced, issued and circulated any newspapers, periodicals, books, leaflets, reports, articles, research reports or other documents.
- (m) To retain or employ and pay professional or technical advisers or employees or self employed contractors or consultancy organisations and to pay reasonable and proper fees for their services (including, if the Board so decides, those of Chief Executive and/or Secretary of the Company) as appropriate..
- (n) To insure and arrange insurance cover for and to indemnify members, officers, employees and voluntary workers of the Company from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- (o) To pay all expenses both preliminary and incidental to the formation of the Company and its registration.
- (p) To do all such other lawful things as are incidental or conducive to the attainment of any of the Company's objects.

5. Application of Income and Property

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 of such income and property 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 PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company of any or all of the following:-

- (a) (subject to sub-clause 5(b) below) of reasonable and proper remuneration to any member officer or employees of the Company not being a member of its Board for any services rendered to the Company and to any member of the Board being a solicitor or other person engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by the Board so to act in a professional capacity on behalf of the Company.
- (b) of such remuneration as the Board shall decide to the Chief Executive of the Company and/or Company Secretary (if any) duly appointed by the Board pursuant to Article 36(b) of the Company's Articles of Association.
- (c) of reasonable and proper rent for land or premises demised or let by any member of the Company or of its Board.
- (d) of fees remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than one-hundredth part of the capital of that company; and
- (e) to any member of its Board of reasonable out-of-pocket expenses.

In any of the cases mentioned in this proviso the recipient (being either a member, officer or employee of the Company or a member of the Board or some other person) shall not be bound to account to the Company for the payment in question or for any share of the profits they may receive in respect of such payment.

6. Limited Liability

The liability of the members is limited.

7. Contribution to Assets of the Company

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 it is a member, or within one year after it ceases to be a member for payment of the Company's debts and liabilities contracted before it 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.

8. Surplus Assets

If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the members of the Company but shall be given or transferred to some other body (whether or not it is a member of the Company) having objects similar to those of the Company.

We the persons whose name and addresses are subscribed wish to be formed into a company in pursuance of this Memorandum of Association.

Names and Addresses of Subscribers

<u>Name and Address</u>	<u>Amount Guaranteed</u>
Graham Charles Biggs. 1, Aldon View, Craven Arms, Shropshire SY7 9EQ.	£ 1

G.C. Biggs .

David Bruce Inman. Merriment Cottage, 147 Whitchurch Road, Tavistock, Devon PL19 9DF	1
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D.B. Inman

As witnesses to the above signatures:

Dated 2009

