

**THE COMPANIES (NORTHERN IRELAND) ORDER 1986**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING**

**A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**  
**BELFAST HEALTHY CITIES PROJECT LIMITED**

CRP 35  
12 JUN 1996

N134042/1

**THE COMPANIES (NORTHERN IRELAND) ORDER 1986**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING**  
**A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**  
**BELFAST HEALTHY CITIES PROJECT LIMITED**

1. The Company's name is BELFAST HEALTHY CITIES PROJECT LIMITED
2. The Company's registered office is to be situated in The Beeches, 12 Hampton Manor Drive, Belfast
3. The Company's objects (the Objects) are:-
  - (i) To promote for the public benefit in and around the City of Belfast (the Project Area) good practice in public health and primary healthcare.
  - (ii) To relieve poverty, hardship and distress associated with poor health for all those living or working within the Project Area;
  - (iii) To advance education relating to the benefits of good health and to the implications for all those living or working within the project area of poor health amongst individuals, agencies, authorities, voluntary and community organisations, academic institutions, companies, firms and trade unions.

COMPANY REGISTRATION  
FILED  
18 JUN 1996  
NO  
CHECKED (Date)

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

- (a) To promote collaboration between local and national agencies, Health and Personal Social Services Boards, Health and Personal Social Services Trusts and voluntary and community groups, other statutory

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and governmental agencies, industrial and commercial organisations, trade unions and individuals;

- (b) To participate in such schemes, projects, or works, which may be sponsored by European Union, National Government, Local Government, and which said schemes are designed to enhance and promote the Objects of the Company;
- (c) To hold exhibitions, meetings, conferences, lectures, classes, seminars and courses either alone or with others;
- (d) To use all means to inform and educate the public concerning the actual need for promotion of the Objects of the Company and the best means of meeting those needs within the Project Area;
- (e) To produce books, pamphlets, newspaper advertisements or other forms of publication or recording in furtherance of the Objects;
- (f) To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (g) To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- (h) To borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- (i) To take and accept any gift of money, property or other assets whether subject to any special trust or not;

- (j) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (l) To invest moneys of the Company not immediately required for its 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 may for the time being be imposed or required by law;
- (m) To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- (n) To undertake and execute charitable trusts;
- (o) To engage and pay any person or persons whether on a full-time or part-time basis or whether as a consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of Clause 4 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- (p) To award scholarships, grants, maintenance allowances and other financial assistance to enable recipients thereof to pursue education, study or research in any of the above mentioned fields and to enable such recipients to travel whether in the United Kingdom or abroad in furtherance of such education, study or research;

- (q) To amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
  - (r) To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (s) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections;
  - (t) To do all such other lawful and charitable things as shall further the attainment of the Objects of the Company or any of them.
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 director of the Company shall be appointed to any office of the Company paid by salary or fee, or receive any remuneration or other benefit or money or moneys worth from the Company.

PROVIDED that nothing in this document shall prevent any payment in good faith by the Company:-

- (i) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered

to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

- (ii) of interest on money lent by any member or director of the Company at a rate per annum not exceeding 2 percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;
- (iii) to any director of reasonable out-of-pocket expenses;
- (iv) of fees, remuneration or other benefit in money or moneys worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;
- (v) of reasonable and proper rent for premises demised or let by any member of the Company or any director.

5. The liability of the members is limited. ✓

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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 amongst themselves such amount as may be required not exceeding £1.00. ✓

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 body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property amongst its or their members to ✓

an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provisions then to some other charitable body.

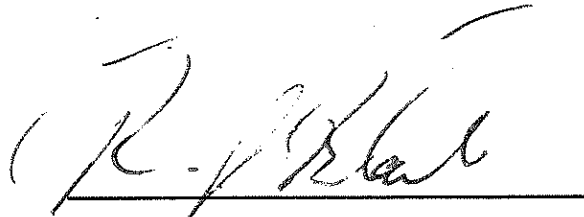
8. No addition, alternation or amendment shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved by the relevant authorities and no addition, alteration or amendment shall be made to or in the provisions of such Memorandum which would cause the Company to cease to be a charity at law.
  9. We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum.
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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

Richard Black  
North & West Belfast H&SS Trust  
Glendinning House  
6 Murray Street  
Belfast



RICHARD BLACK

Chief Executive

Witness:

Patricia Kinder

Full Name.....

P. KINDER

Address.....

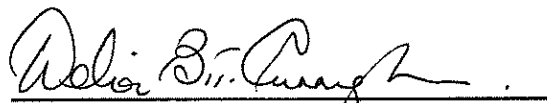
7, HERBERTON AVE.

BELFAST

Description.....

EXECUTIVE CHAIRMAN

Delia Cunningham  
Save the Children Fund  
Popper House  
15 Richmond Park  
Belfast



DELIA CUNNINGHAM

Assistant Director

Witness:

Joan Devlin

Full Name.....

JOAN DEVLIN

Address.....

HEALTHY CITIES

12 HAMPTON MANOR DRIVE

BELFAST

Description.....

CO-ORDINATOR



Sean Doran  
Belfast Education and Library Board  
40 Academy Street  
Belfast

Sean Doran  
SEAN DORAN

Educational Advisor

Witness: Joan Devlin

Full Name JOAN DEVLIN

Address BELFAST HEALTHY CITIES  
12 HAMPTON MANOR DRIVE  
BELFAST

Description CO-ORDINATOR

Ken Ewart  
Disability Action  
2 Annadale Avenue  
Belfast

Ken Ewart  
KEN EWART

Senior Access Officer

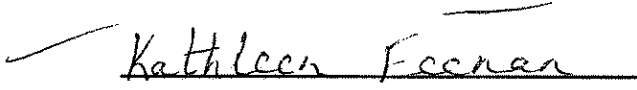
Witness: L Hughes

Full Name Lise Hughes

Address Healthy Cities Project  
12 Hampton Manor Drive  
BELFAST

Description ADMINISTRATOR

Kathleen Feenan  
Women's Information Group  
6 Mount Charles  
Belfast

  
KATHLEEN FEENAN

Project Co-Ordinator

Witness: Joan Deul

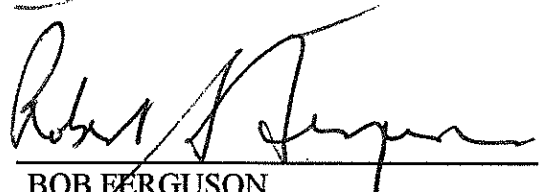
Full Name JOAN DEULIN

Address HEALTHY CITIES

12 HAMPTON MANOR DRIVE  
BELFAST

Description CO-ORDINATOR

Bob Ferguson  
South & East Belfast H&SS Trust  
Knockbracken Healthcare Park  
Saintfield Road  
Belfast

  
BOB FERGUSON

Chief Executive

Witness: Joan Deul

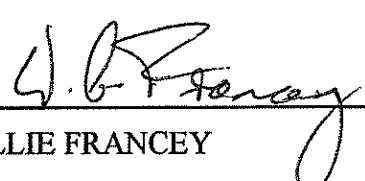
Full Name JOAN DEULIN

Address HEALTHY CITIES

12 HAMPTON MANOR DRIVE  
BELFAST


Description CO-ORDINATOR

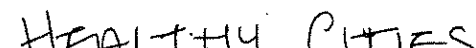
Willie Francey  
Department of Environmental Health  
Belfast City Council  
Cecil Ward Building  
4-10 Linenhall Street  
Belfast

  
WILLIE FRANCEY

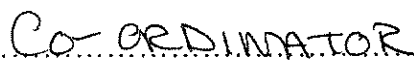
Director of Health & Environmental Services

Witness: 

Full Name... ...

Address... ...

12 HAMPTON MANOR DRIVE  
BELFAST

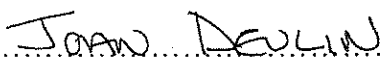
Description... ...


Andrew Hassard  
Belfast City Council  
Cecil Ward Building  
4-10 Linenhall Street  
Belfast

  
ANDREW HASSARD


Head of Health Protection & Promotion

Witness: 

Full Name... ...

Address... ...

12 HAMPTON MANOR DRIVE  
BELFAST

Description... ...

Brendan Henry  
Belfast City Council  
Cecil Ward Building  
4-10 Linenhall Street  
Belfast

  
Brendan Henry

Director of Community Services


Witness: Joan DewL

Full Name: Joan DEULIN

Address: 12 HAMPTON MANOR DRIVE  
BELFAST

Description: Co-ORDINATOR

Paula Kilbane  
EHSSB  
Champion House  
12-22 Linenhall Street  
Belfast

  
Paula Kilbane

Chief Executive

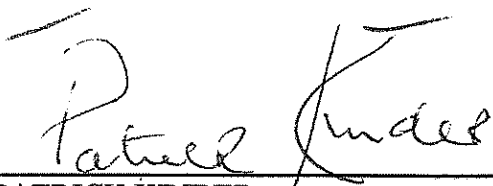
Witness: J Hughes

Full Name: Jise Hughes

Address: Hecting Cities Project  
12 Hampton Manor Drive  
BELFAST

Description: ADMINISTRATOR

Patrick Kinder  
Belfast Healthy Cities Project  
The Beeches  
12 Hampton Manor Drive  
Belfast

  
PATRICK KINDER

Executive Chairman

Witness: 

Full Name.....INORID K. Worry.....

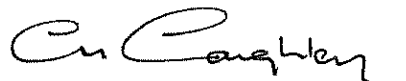
Address.....HEALTHY CITIES PROJECT

...12 HAMPTON MANOR DRIVE

.....BELFAST.....

Description.....ADMINISTRATOR.....

Colm McCaughley  
NI Housing Exeuctive  
32-36 Great Victoria Street  
Belfast



COLM McCAUGHLEY

Acting Regional Director, Belfast

Witness: 

Full Name.....Nise Hughes.....

Address.....Belfast Healthy Cities

...12 Hampton Manor Drive

.....Belfast.....

Description.....ADMINISTRATOR.....

Roisin McDonagh  
Making Belfast Work  
Brookmount Buildings  
42 Fountain Street  
Belfast

  
ROISIN McDONAGH

Team Leader

Witness: Joan Devlin

Full Name... JOAN DEVLIN

Address... HEALTHY CITIES PROJECT  
12 HAMPTON MANOR DRIVE  
BELFAST

Description... CO-ORDINATOR

John McMullan  
Bryson House  
Bedford Street  
BELFAST

  
JOHN McMULLAN

Director of Practical Services

Witness: L Hughes

Full Name... Lise Hughes

Address... Belfast Healthy Cities  
12 Hampton Manor Drive  
Belfast

Description... ADMINISTRATOR

Sylvia Moore  
Belfast City Council  
Cecil Ward Building  
4-10 Linenhall Street  
BELFAST

S MOORE  
SYLVIA MOORE

Community Services Development Manager

Witness:

P. Kinder

Full Name

P. KINDER

Address

7, HARBERTON AVE.

BELFAST

BT9 6PH

Description

EXECUTIVE CHAIRMAN

Noel Scott  
DOE Planning Services  
Bedford House  
16/22 Bedford Street  
Belfast

NH Scott  
NOEL SCOTT

Civil Servant

Witness:

Joan Devlin

Full Name

JOAN DEVLIN

Address

HEALTHY CITIES PROJECT

12 HAMPTON MANOR DRIVE

BELFAST

Description

CO-ORDINATOR

Arlene Spiers  
Ulster Cancer Foundation  
40 Eglantine Avenue  
Belfast

Mary A. A. Spiers  
ARLENE SPIERS

Deputy Director

Witness: L Hughes  
Full Name: Lise Hughes  
Address: Belfast Healthy Cities  
12 Hampton Manor Drive  
Belfast  
Description: ADMINISTRATOR

Jonathan Stevenson  
Cranmore Park  
Belfast

Jonathan Stevenson  
JONATHAN STEVENSON

Councillor:

Witness: L Hughes  
Full Name: LISA Hughes  
Address: Belfast Healthy Cities  
12 Hampton Manor Drive  
Belfast  
Description: ADMINISTRATOR



David Stewart  
Champion House  
EHSSB  
12-22 Linenhall Street  
BELFAST

David Stewart  
DAVID STEWART

Director of Public Health

Witness: D Hughes

Full Name: D Hughes

Address: Belfast Healthy Cities

12 Hampton Manor Drive

Belfast

Description: ADM

Paul Sweeney  
Brookmount Buildings  
42 Fountain Street  
Belfast

Paul Sweeney  
PAUL SWEENEY

Civil Servant

Witness: D Hughes

Full Name: D Hughes

Address: Healthy Cities

12 Hampton Manor Drive

Belfast

Description: ADMINISTRATOR

Dated this 17<sup>th</sup> day of June 1996

