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**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 387932

The Registrar of Companies for England and Wales hereby certifies that  
UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP TRUST

having by special resolution changed its name, is now incorporated  
under the name of  
UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP

Given at Companies House, Cardiff, the 18th November 2004



\*C00387932H\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

Company number: 387932

Companies Acts 1985 and 1989

**UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP TRUST**

13 NOV 2004

At the annual general meeting of the members of the above-named company held on Wednesday 29 September 2004 the following resolutions were passed as special resolutions:-

1. THAT the name of the Company be changed to "UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP"
2. THAT Clause 1 of the Memorandum of Association of the Company be amended by the deletion of the words "*TRUST which is hereinafter referred to as 'the Trust'*"
3. THAT Clause 3 of the Memorandum of Association of the Company be amended as follows:-
  - 3.1. Clause 3a be re-numbered as Clause 3.1;
  - 3.2. Sub-clauses 3a(i) to 3a(xi) be re-numbered as 3.1.1 to 3.1.11;
  - 3.3. after sub-clause 3.1.11 the following wording be inserted:-
 

*"together all in their clear and plain meaning without reservation and with such other statements as the Trust Board shall from time to time and at any time determine reflecting the historic Christian Faith as set forth in Holy Scripture provided always that any changes in this Clause 3.1 shall be subject to the prior written consent of the Charity Commission"*
  - 3.4. Clause 3b be re-numbered as Clause 3.2;
  - 3.5. Clause 3c be re-numbered as Clause 3.3; and
  - 3.6. all remaining provisions from Clause 3d to the end of the Clause 3 be deleted.
4. THAT Clause 4 of the Company's Memorandum of Association be deleted in its entirety and a new Clause 4 in the following form be inserted:-

**POWERS**

*The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers to:*



### ***Staff and Volunteers***

- 4.1 *employ staff or engage consultants and advisers on such terms as the Trust Board thinks fit and to provide pensions to staff, their relatives and dependants;*
- 4.2 *recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;*

### ***Property***

- 4.3 *purchase, lease, exchange, hire or otherwise acquire and hold any real or personal property rights or privileges (including shared or contingent interests);*
- 4.4 *construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;*
- 4.5 *sell, lease, licence, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);*
- 4.6 *provide accommodation for any other organisation on such terms as the Trust Board decides (including rent free or at nominal or non-commercial rents);*

### ***Borrowing***

- 4.7 *borrow and give security for loans (subject to the restrictions of the Charities Act 1993);*

### ***Grants and Loans***

- 4.8 *make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);*

### ***Fund Raising***

- 4.9 *raise funds, to invite and receive contributions;*

### ***Trading***

- 4.10 *trade in the course of carrying out the Objects and to charge for services;*

### ***Publicity***

- 4.11 *hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;*

4.12 *promote or carry out research and publish the results of it;*

### ***Contracts***

4.13 *co-operate with and enter into contracts with any person;*

### ***Bank or building society accounts***

4.14 *draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;*

### ***Investments***

4.15 *invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Trust Board decides;*

4.16 *delegate to an investment manager power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Trust Board but only on the basis that:-*

4.16.1 *the investment manager is a person who the Trust Board is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:-*

4.16.1.1 *an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or*

4.16.1.2 *a company or firm of repute which is an authorized or exempted person within the meaning of the Financial Services Act 1986 otherwise than by virtue of Section 45(1)(j);*

4.16.2 *the Trust Board:-*

4.16.2.1 *informs the investment manager in writing of the extent of the Company's investment powers;*

4.16.2.2 *lays down a detailed investment policy for the Company and immediately informs the investment manager in writing of it and of any changes to it;*

4.16.2.3 *ensures that the terms of the delegated authority are clearly set out in writing and notified to the*

*investment manager;*

- 4.16.2.4 *ensures that it is kept informed of, and reviews on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of his delegated authority;*
- 4.16.2.5 *takes all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;*
- 4.16.2.6 *reviews the appointment at such intervals not exceeding 24 months as it thinks fit; and*
- 4.16.2.7 *pays such reasonable and proper remuneration to the investment manager including commission, fees and/or expenses earned by the investment manager but only to the extent that they are disclosed to the Trust Board and agrees such proper terms as to notice and other matters as the Trust Board decides and as are consistent with the terms of this clause;*

*4.16.3 the agreement with the investment manager:-*

- 4.16.3.1 *requires the investment manager to comply with the terms of his delegated authority;*
- 4.16.3.2 *requires the investment manager not to do anything which the Company does not have the power to do;*
- 4.16.3.3 *allows the Trust Board with reasonable notice to revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and*
- 4.16.3.4 *allows the Trust Board to give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf;*

*4.17 make such arrangements as the Trust Board think fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the*

- *Company's nominee and to pay reasonable and proper remuneration to that corporate body;*

### **Insurance**

- 4.18 insure the assets of the Company to such amount and on such terms as the Trust Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Trust Board decides (without necessarily having to restore the asset);*
- 4.19 insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;*
- 4.20 take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;*
- 4.21 take out indemnity insurance to cover the liability of the Trustees and officers of the Company who are not Trustees for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:*
  - 4.21.1 any claim arising from any act or omission which a Trustee or officer knew was a breach of duty or breach of trust or which was committed by a Trustee or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or*
  - 4.21.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Trustee or officer in his capacity as a Trustee or officer of the Company;*

### **Other Organisations**

- 4.22 establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects or to carry on any other relevant charitable purposes;*
- 4.23 co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;*
- 4.24 amalgamate with any charity which has objects similar to the Objects and in particular (but without limitation) to accept a transfer of the assets and undertakings of UCCF upon such terms as the Trust Board may see fit;*
- 4.25 undertake and execute any charitable trusts;*
- 4.26 affiliate, register, subscribe to or join any organisation;*

4.27 *act as agent or trustee for any organisation;*

***Reserves***

4.28 *accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;*

***General***

4.29 *do anything else within the law which promotes or helps to promote the Objects.*

5. THAT a new Clause 5 be inserted in the Company's Memorandum of Association in the following form:-

***APPLICATION OF FUNDS***

***5.1 General***

*The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5):*

5.1.1 *no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and*

5.1.2 *no Trustee may receive directly or indirectly any payment of money or benefit from the Company.*

***5.2 Benefits to Company Members***

*For the avoidance of doubt nothing in Clause 5.1 is to prevent the following payments to Company Members:*

***Rent***

5.2.1 *payment of reasonable and proper rent for premises let to the Company by a Company Member;*

***Interest on organisation's loans***

5.2.2 *payment of reasonable and proper interest on money lent by any Company Member;*

***Supply of Goods or Services***

5.2.3 *reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;*

### ***Out of Pocket Expenses***

- 5.2.4 *the payment of reasonable and proper out of pocket expenses to those Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;*

### ***Employment of Company Members***

- 5.2.5 *the reasonable remuneration of or grant of a benefit to a Company Member who is not a Trustee in respect of his employment by the Company in exceptional circumstances.*

## ***5.3 Benefits to Trustees***

*The Company may make the following payments or grant the following benefits to Trustees:-*

### ***Out of pocket expenses***

- 5.3.1 *the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Trustees;*
- 5.3.2 *the payment of reasonable and proper out of pocket expenses to those Trustees who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;*

### ***Indemnity***

- 5.3.3 *an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);*
- 5.3.4 *the benefit of indemnity insurance under Clause 4.21;*

### ***Fees to companies in which Trustees have negligible interests***

- 5.3.5 *a payment to a company in which a Trustee has no more than a 1% shareholding;*

### ***Interest and Rent***

- 5.3.6 *payment of reasonable and proper interest on money lent by any Trustee to the Company;*
- 5.3.7 *a reasonable rent or hiring fee for property let or hired by any Trustee to the Company;*



### ***Professional Fees***

- 5.3.8 *the usual professional charges for business done by any Trustee who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration or that of his partner is under discussion;*

### ***Exceptional Circumstances***

- 5.3.9 *other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.*

### ***5.4 Amendments***

*This Clause 5 may not be amended without the prior written consent of the Charity Commission.*

6. THAT the existing Clause 5 of the Company's Memorandum of Association be amended by the insertion of the word "*Company*" before the word "*members*" and the re-numbering of the Clause to become Clause 6.
7. THAT the existing Clauses 6 to 8 of the Company's Memorandum of Association be deleted.
8. THAT a new Clause 7 be inserted in the Company's Memorandum of Association in the following form:-

### ***GUARANTEE***

*Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.*

9. THAT a new Clause 8 be inserted in the Company's Memorandum of Association in the following form:-

### ***WINDING UP***

- 8.1 *The Company may be wound up only pursuant to a resolution of the Company Members passed by at least a 75% majority of those Company Members present and voting at a meeting called for the sole purpose of discussing such a resolution.*

8.2 *If a resolution to wind up the Company is passed in accordance with Clause 1.1 then any property remaining after all the Company's debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Objects.*

8.3 *The charitable organisation to which the Company's property is transferred under Clause 8.2 is:-*

8.3.1 *to be nominated by the Company Members at or before the time of dissolution;*

8.3.2 *in default of any nomination under Clause 8.3.1 to be selected by the Charity Commission.*

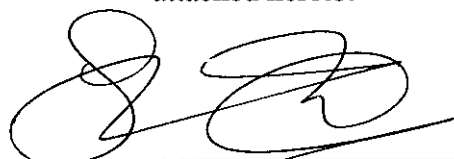
8.4 *Subject to Clauses 8.2 and 8.3 any property remaining must be used for other charitable purposes similar to the Objects.*

10. THAT a new Clause 9 be inserted in the Company's Memorandum of Association in the following form:-

#### **INTERPRETATION**

*Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.*

11. THAT the existing Articles of Association of the Company be abrogated in their entirety and replaced with new Articles of Association in the form attached hereto.



Company Secretary

Date: 5.11.2004