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THE COMPANIES ACTS 1948 & 1967

**Company Limited by Guarantee
and not having a Share Capital**

Memorandum of Association of Sue Ryder Care

Amended by Special Resolution on 28th July 2009

1. The name of the Company is "Sue Ryder Care"*
2. The registered office of the Company will be situated in England.
3. The Objects for which the company is established are:
 - (i) to relieve poverty in any part of the world;
 - (ii) to relieve sickness and any form of physical or mental disability of individual person in any part of the world;
 - (iii) to relieve the consequences of old age by providing facilities of any kind for the care of the elderly in any part of the world;
 - (iv) to provide education relating to the causes of and the means of relief of poverty, sickness, physical or mental disability and old age in any part of the world;
 - (v) to promote religious teaching, and in particular the beliefs and principles of the Christian faith while recognising and serving the spiritual needs of all whatever their religious or spiritual beliefs including, (but not to the exclusion of any other religious belief), the general, ethical, spiritual and moral beliefs and principles which are related to and which can be distilled from the Christian religion;
 - (vi) to care for any person in any part of the world who has become a refugee within or without his or her country of birth because of aggression oppression or natural disaster in any part of the world and who thereby is in need;
 - (vii) to preserve for the benefit of the public buildings of aesthetic, historic, architectural, constructural or scientific interest or importance.

* The Company dispensed with the word "limited" as part of its name pursuant to a Special Resolution passed on 14th February 1996 and a certificate of incorporation on change of name dated 5th March 1996



4. In furtherance of the Objects the company shall have the following powers: *****

- (i) to take over, so far as the law will allow, the assets and the liabilities of, the right to receive legacies left to, the right to receive covenants payable in favour of, and the other present functions and activities of the Charity known as the Sue Ryder Foundation registered Charity number 222291 and to continue those functions and activities according to the powers contained in this Memorandum under any Scheme made by the Charity Commissioners to replace the trusts and Objects of the Sue Ryder Foundation as set out in a Declaration of Trust dated the 13th November 1958 as amended and to make such applications to the Charity Commissioners or the Courts as are necessary to fulfil the purpose of this Object;
- (ii) to establish, fit out, furnish and maintain and run nursing homes in the United Kingdom of Great Britain and Northern Ireland or elsewhere in the European Union to be known as "Sue Ryder Homes" for the purpose of providing for the medical, nursing, spiritual and other needs of those persons who are sick or ill or dying having regard particularly to those persons who have diseases or types of sickness or afflictions which
 - (a) are not easily susceptible to medium or long term treatment in a National Health Service Hospital (whether run by National Health Service Trusts or otherwise); or
 - (b) in the opinion of the Trustees put an undue burden on the family, relatives and close friends of the person who is sick or ill; or
 - (c) are needed because of any inability of social services provided by national or local government to meet any need of a chronically ill or sick person in their own homes or otherwise in the community;
- (iii) to establish residential homes or residential care homes in the United Kingdom of Great Britain and Northern Ireland or in the European Union also to be known as "Sue Ryder Homes" where proper provision can be made for the elderly and/or the infirm and/or a disabled person in any suitable geographical area or community of population;
- (iv) to encourage and facilitate the creation and running of both categories of "Sue Ryder Homes" in any country in the world for the same purposes as are set out in the sub-clauses (ii) to (iii) inclusive immediately preceding this sub-clause;
- (v) to provide in any country in the world, transport, shelter, homes, clothing, food and appropriate financial aid and assistance of a charitable nature or function whether on a temporary or permanent basis for any person who is dispossessed in or who is a refugee from his or her own country for reasons relating to persecution, whether religious or political, or relating to the effects of or aftermath of war, rebellion or other international or national armed conflict regardless of race or creed provided that such person is in need;

- (vi) to carry on for the benefit of the community the provision of nursing and associated amenities for persons in deprived or necessitous circumstances;
- (vii) to provide shelter and comfort for persons and families in need of housing, including the construction, purchase, rehabilitation or conversion of buildings for dwelling purposes;
- (viii) to provide flats or other dwelling units for rent, purchase or on such other terms of tenure as shall seem conducive for the relief of housing deprivation where, (in the exercise of the discretion of the Trustees according to any policy document which shall have been approved by the Charity Commissioners), any individual person shall have an urgent or long term housing need for which charitable relief is appropriate.
- (ix) to provide caring, social and recreational services for the elderly, the ill or handicapped and other disadvantaged persons including families with limited incomes who are in need of charitable relief;
- (x) to promote, through the education of the public, a sense of community, concern and care for the housing needs of disadvantaged persons, including those suffering from bodily or mental infirmity, the elderly, the handicapped, and families with limited income;
- (xi) to strive, by all means possible, to involve members of the public in the activities and interests of those in the Company's care;
- (xii) to erect, provide, construct, build, equip, maintain, conduct and manage facilities for buildings and to provide financial and other assistance for buildings and other places for the purposes of the Company;
- (xiii) to promote research into subjects related to poverty and charitable needs and to educate and influence public opinion by all lawful means;
- (xiv) to recruit, educate and train persons in the care and treatment of the ill and the physically and mentally handicapped.
- (xv) to establish and run shops to be known as "Sue Ryder Care Shops" to raise funds for the Company by selling donated or second-hand goods of any kind but not in such way as would constitute permanent trading;
- (xvi) to form and control subsidiary non-charitable limited companies incorporated under the provisions of the Companies Acts in force in England and Wales current at any given time for the purpose of trading, provided that, such limited company shall pay its trading profits to the company in any manner not in contravention of legislation in force at any given time.
- (xvii) to form joint venture non-charitable limited companies with other charitable companies, provided that such limited company shall pay the trading profits to the charitable companies in any manner not in contravention of legislation in force at any given time; *****

- (xviii) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company.
 - (a) to pay insurance premiums;
- (xix) (a) to invest the monies 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), as may for the time being be imposed or required by law and subject also as hereinafter provided;
 - (b) subject as hereinafter provided, the Company may employ and remunerate a professional investment manager who is entitled to carry on investment business under the provisions of the Financial Services Act 1986 and from time to time delegate to any manager so employed (hereinafter referred to as the manager) the exercise of all or any of the Company's powers of investment for such period (not exceeding 24 months) and subject to such restrictions and conditions as the Company think fit: Provided that the Company shall not make any such delegation except upon terms that the Company may, without notice, review any such delegation and its terms and revoke or alter the same if they think fit at any time notwithstanding that the period of such delegation has expired and upon terms which require that:
 - (1) the exercise by the manager of such powers of investment as are delegated to him as aforesaid shall be subject to and in accordance with instructions as to the investment policy which the Company shall give at the time of such delegation as at such time or times thereafter as the Company thinks fit;
 - (2) the manager shall inform the Company within 14 days of each act done in the exercise of power and duties so delegated.
 - (c) the Company may:
 - (1) make such arrangements as are deemed necessary for any investments, or income from those investments, to be held by a corporate body as the Company's nominee; and
 - (2) pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this Clause;
- (xx) to raise funds and to invite and receive contributions: Provided that in raising funds the Company shall not undertake any permanent trading activities and shall conform to any relevant statutory regulations; the Company may organise or participate in raffles, lotteries and other events with prizes;
- (xxi) to acquire, freehold, leasehold or other interest in land or buildings, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property including land and buildings;

- (a) subject to sub-clause (xxix) and (xxxiv) below to employ such staff, who shall not be directors of the Company, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - (b) to form committees on which the Trustees and others invited to do so may serve for the better management of the Company: provided that any committee shall have at least two Trustees;
- (xxii) to provide indemnity insurance for the Trustees out of the funds of the Company; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees know to be a breach of Trust or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or not;
- (xxiii) to employ persons or to pay for the services of persons to achieve and manage the Objects of the Company in its ordinary day to day activities;
- (xxiv) to establish or support any charitable trusts, associations or institutions formed in any part of the world for all or any of the Objects;
- (xxv) to co-operate with other charities, voluntary bodies and statutory authorities operating in any part of the world in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (xxvi) to pay out of the funds of the Company and costs, charges and expenses of and incidental to the formation and registration of the Company.
- (xxvii) to provide a definitive Charter strictly worded to comply with the Objects set out in this Memorandum which when publicly distributed will set out in simple and plain English the purpose and intention of the Company and which is in accordance with the Objects of the Company as defined in practical terms by the Trustees from time to time;
- (xxviii) to undertake and carry on the office and duties of executor, trustee custodian trustee, nominee or attorney, of or for any person or body of persons, corporation, association, trust or concern holding property for or who or which, is or are associated with the Company; "associated" for the purpose of this Clause shall include in particular any other charity which has one or more charitable objects similar in purpose to those of the Company; the directors of the Company shall act as the trustees of the Company but so that no Trustee shall be appointed to any office of the Company paid by salary or fees or reserve and remuneration of other benefit in money or moneys worth from the Company. Provided that nothing in this document shall prevent any payment in good faith by the Company as detailed in sub-clauses (xxviii) to (xxxv) inclusive.

- (xxix) to promote, sponsor, benefit and further, by financial and any other means, the creation, continuation or development of any one or more charitable enterprises in England and Wales and elsewhere and in particular hospitals, nursing homes, and other places where people receive help in accordance with the preceding Objects.
- (xxx) to pay the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, 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 or her appointment or remuneration, or that of his or her partner, is under discussion;
- (xxxi) to pay reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a Trustee;
- (xxxii) to pay interest on money lent by any member of the Company or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
- (xxxiii) to pay fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (xxxiv) to pay reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- (xxxv) to pay to any Trustee reasonable out of pocket expenses;
- (xxxvi) to pay any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) or any Officers of the Company which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust 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 Trustees (or any of them) in reckless disregard or whether it was a breach of duty or breach of trust or not;
- (xxxvii) to borrow or raise money and to secure or discharge any debt or obligation in any manner whatsoever and upon such terms and security as maybe thought fit for the objects of the Company and in particular, by mortgages of or charges upon all or any part of the undertaking, property and assets (both present and future) of the Company PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- (xxxviii) to lend money and give credit to and take security for such loans or credit from, any person, company, institution, charity or other organisation;

- (xxxix) to do all such other lawful things as are necessary for the achievement of the Objects;
- (xxxx) in this clause "a director" or "directors" have been called "a Trustee" or "Trustees" in the context of the charitable objects of the Company and in view of the preferred designation of the Charity Commissioners.*
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the Objects of the Company as herein set forth 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.**
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company if it is 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 contributions among themselves such amount as may be required not exceeding One Pound.
8. If the company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 4 (xxviii) to (xxxv) inclusive and Clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.***
9. **Nothing in this Memorandum of Association shall authorise an application of the property of the Company for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.******
- * By Special Resolution dated 31st May 1995 the members approved the insertion of a new Clause 4. By a Special Resolution dated 4th December 1996 clause 4 (xxxvi) and (xxxvii) as set out herein were inserted and Clause 4 (i) and 4 (li) as set out herein were, in consequence, renumbered.
- ** By a Special Resolution dated 31st May 1995 the members approved the insertion of this Clause as a new Clause 5.
- *** By a Special Resolution dated 31st May 1995 the members approved the insertion of this Clause as a new Clause 8.
- **** By a Special Resolution dated 2nd November 2007 the members approved the insertion of this Clause as a new Clause 9.

By a Special Resolution dated 28th July 2009 the members approved the separation of the objects from the powers and the subsequent renumbering of the Memorandum.

By a Special Resolution dated 28th July 2009 the members approved the insertion of this clause as a new clause 4 (xvii)