

Company No 2252337

WEDNESDAY



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

RONALD McDONALD HOUSE CHARITIES (UK)

- 1 The Company's name is "Ronald McDonald House Charities (UK)"
- 2 The Company's registered office is to be situate in England and Wales
- 3 (A) The objects for which the Company is established are
 - (i) to provide accommodation and other assistance for children being treated in hospital and their families during periods of treatment and in particular but without prejudice to the generality of the foregoing to make grants and give financial assistance to such companies, trusts, associations or societies as are established for charitable purposes whose objects are consistent with the above objects and
 - (ii) to promote and assist by means of the making of grants and the giving of financial assistance any companies, trusts, associations or societies which are established for charitable purposes and whose objects are wholly or primarily concerned with children
- (B) For the purposes aforesaid but not otherwise the Company shall have power
 - (i) to make grants and give financial assistance to such companies, trusts, associations or societies as are established for charitable purposes,
 - (ii) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be considered necessary or convenient for any purposes of the Company,

- (iii) to take any gift of property, whether subject to any special trust or not, for any purpose within the purposes of the Company,
- (iv) to take such steps by personal or written appeals, public meetings, publications or otherwise as may be considered necessary or desirable for the purpose of procuring contributions to the funds of the Company or funds applicable for any particular charitable purpose by means of donations covenants subscriptions or otherwise provided that the Company shall not undertake any substantial permanent trading activity and must comply with any relevant statutory requirements,
- (v) to publish any newspapers, periodicals, books leaflets or other publications which the Company may consider desirable for the promotion of any of its objects,
- (vi) subject to such consents as may be required by law to raise money by borrowing in such manner and on such terms as to security and otherwise as the Company thinks fit,
- (vii) to sell manage lease mortgage dispose of or otherwise deal with any property owned by the Company subject in every case to such consents or orders (if any) as may be required by law,
- (viii) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as the Company thinks fit,
- (ix) to undertake any charitable trust or other activity which directly or indirectly promotes any of the objects of the Company,
- (x) to employ and pay all such officers and servants not being members of the Board of Trustees as may be required for the purposes of the Company and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or other dependants,
- (xi) to establish and support, and to aid in the establishment and support of, any other charitable foundations or associations formed for all or any of the objects of the Company,

- (xii) to establish, promote and otherwise assist, any charitable company or companies for the purpose of acquiring any of the property or furthering any of the objects of the Company,
- (xiii) to amalgamate with any charitable companies, institutions, societies, foundations or associations having objects altogether or in part similar to those of the Company,
- (xiv) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the charitable companies, institutions, societies, foundations or associations with which the Company is authorised to amalgamate,
- (xv) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the charitable companies, institutions, societies, foundations or associations with which the Company is authorised to amalgamate or to any company which it is hereby authorised to establish, promote and otherwise assist,
- (xvi) to hold shares in a subsidiary trading company;
- (xvii) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- (xviii) to
 - (a) deposit or invest funds,
 - (b) employ a professional fund-manager, and
 - (c) arrange for the investments or other property of the Company to be held in the name of a nominee,in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- (xix)
 - (a) to provide indemnity insurance to cover the liability of the Trustees
 - (i) 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,

- (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986
- (b) Any such insurance in the case of (a)(i) above shall not extend to
 - (i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not,
 - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees,
 - (iii) any liability to pay a fine
- (c) Any insurance in the case of (a)(ii) above shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation,
- (xx) to do all such other lawful things as will further the attainment of the objects of the Company

Provided that

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- (2) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers,
- (3) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales

the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of Trustees of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

- (C) The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the 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 member of its Board of Trustees shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing herein 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 member of its Board of Trustees for any services rendered to the Company,
 - (ii) of interest on money lent by any member of the Company or of its Board of Trustees 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 Board of Trustees,
 - (iii) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Trustees,

- (iv) of fees, remuneration or other benefits in money or money's worth to any company of which a member of the Board of Trustees may also be a member holding not more than 1/100th part of the capital of that company,
 - (v) to any member of its Board of Trustees of reasonable out-of-pocket expenses, and
 - (vi) of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees
- (D) 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 institution or institutions, having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3(C) hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some other charitable object

4 The liability of the members is limited

5 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 he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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 among themselves

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

Names and addresses of Subscribers

- 1 For and on behalf of
 Instant Companies Limited
 2 Baches Street
 London N1 6UB

 - 2 For and on behalf of
 Swift Incorporations Limited
 2 Baches Street
 London N1 6UB
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DATED this 4th day of March 1988

WITNESS to the above Signatures

Terry Jane
2 Baches Street
London N1 6UB