

**MEMORANDUM AND ARTICLES OF ASSOCIATION of a company  
limited by guarantee and having charitable status**

**MEMORANDUM OF ASSOCIATION  
COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION of HAVENS CHRISTIAN HOSPICE**

**1. Name**

The name of the Association ("the Company") is HAVENS CHRISTIAN HOSPICE

**2. Registered Office**

The registered office of the Company will be situated in England.



**3. Objects and Powers**

The Company is established as a Christian Organisation to promote the relief of persons (herein referred to as "patients") of either sex (without regard to race or creed) suffering from any chronic or terminal illness or from any disability or disease attributable to old age or from any other physical or mental infirmity, disability or disease by the establishment and provision of residential and/or domiciliary care and/or day care and through education, training and support of the professional and non professional carers of such patients, both within and outside the organisation. In furtherance of such objects, but not further or otherwise, the Company shall have power in such ways as the Council of Management shall from time to time think fit :

- 3.1 to establish, provide, extend and maintain one or more residential hospices, nursing homes or day centres and/or to establish, provide, extend and maintain for nursing and auxiliary care of patients in their own homes suffering from any particular type or types of chronic or terminal illness, disability, disease, or infirmity and to provide medical, nursing or other treatment or attention in an hospice, nursing home, day centre or in the patient's own home, wherever may be appropriate;
- 3.2 to meet the emotional, spiritual, social and physical needs of the patient - and to extend that provision to the patients families and/or carers if required. Further to provide appropriate support for families and/or carers after the death of the patient, if required;
- 3.3 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes or other media associated with the above objects;
- 3.4 to run training courses, meetings, seminars, lectures, classes and exhibitions either alone or with others;
- 3.5 to foster and undertake research into any aspect of the objects of the Company and its works and to disseminate the results of any such research;
- 3.6 to co-operate and enter into arrangements with any authorities, national, local or otherwise;

- 3.7 to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 3.8 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;
- 3.9 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 3.10 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 provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- 3.11 to establish or assist in the establishment of a non-charitable trading company which may covenant its profits to the Company;
- 3.12 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- 3.13 to invest the money of the Company not immediately required for its objects in or on 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 and subject also as provided below;
- 3.14 to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- 3.15 to establish and support any charitable association or body and subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- 3.16 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 3.17 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- 3.18 subject to the provision of clause 4 hereof to pay reasonable annual sums or premiums for or towards the provisions of pensions for officers or servants for the time being of the Company or their dependants;
- 3.19 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, 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;

- 3.20 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.21 to establish where necessary local branches which may be autonomous (or not);
- 3.22 to do all such other lawful things as shall further the above objects or any of them;

PROVIDED that :

- 3.23 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts;
- 3.24 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;
- 3.25 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 Council of the Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as if such Council of Management would have been if no corporation had been effected, and authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Council of Management but it shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

#### **4. 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 the way of profit, to members of the Company and no member of its Council of Management 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 shall prevent any payments in good faith by the Company :

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Council of Management for any service rendered to the Company;
- 4.2 of interest on money lent by any member of the Company or of its Council of Management at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by that Council of Management or 3% whichever is the greater;
- 4.3 of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management;

- 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management may be a member holding not more than one one-hundredth part of the capital of that company, and to any member of its Council of Management, of reasonable out-of-pocket expenses;
- 4.5 of reasonable remuneration to any company or partnership in which Mrs Ruth Morris has an interest for work undertaken by them in their services as management consultants, provided that she withdraws from any meeting whilst her firm's remuneration is being discussed;
- 4.6 of any premium in respect of any indemnity insurance to cover the liability of the members of the Council of Management 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 any act or omission which the members of the Council of Management knew to be a breach of trust or breach of duty or which was committed by the members of the Council of Management in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the members of the Council of Management in their capacity as directors of the Company.

5. **Limited Liability**

The liability of the members is limited.

6. **Contribution to Assets of the Company**

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/she is a member, or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound sterling.

7. **Surplus Assets**

If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatever, 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 to the extent at least as great as is imposed on the Company under or by virtue of clause 4, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object. We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

*I certify that this a true record of the amended Memorandum of Association as approved by the Members at their AGM on 10 November 2004*

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Andy Smith, Company Secretary

11 January 2005