

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-of-

OASIS CHARITABLE TRUST

FRIDAY



- 1 The name of the Company (hereinafter called "the Association") is "OASIS CHARITABLE TRUST"
- 2 The registered office of the Association will be situate in England
- 3 The objects for which the Association is established are
  - (i) the advancement of Christianity,
  - (ii) the advancement of education,
  - (iii) the advancement of health and the preservation and protection of public health generally,
  - (iv) the relief of persons who are in need hardship or distress and the prevention and relief of poverty
- 4 Without prejudice to the generality of the foregoing in furtherance of the object of the Association but not further or otherwise the Association shall have the following powers
  - (a) To continue and carry on the activities previously carried on by Oasis Charitable Trust a registered charity No 294167
  - (b) To encourage train send out introduce support and maintain evangelists ministers Christian teachers and trainers and others engaged in church or other Christian ministry and promote and assist in the promotion thereof
  - (c) To promote the establishment of and to operate or conduct churches Christian groups bodies organisations and missions and other Christian meetings
  - (d) To provide counselling and a consultancy service to churches and other Christian bodies and organisations
  - (e) To provide promote and advance education by establishing maintaining and conducting colleges and schools and by the provision of facilities and financial assistance for education and learning in all its branches and by such other means as the Company shall deem expedient

- (f) To form and maintain outreach teams to enter into and teach the Christian faith in schools colleges and other places of education youth clubs places of employment and churches and to assist and support Christian activities in such bodies
- (g) To strive in all manner of ways to assist and advise and counsel parents and guardians in the upbringing and care of children and to influence and educate parents and guardians to adopt Christian faith and habits as shall react to the best interest of their offspring and to provide training and experience for persons interested or intending so to do
- (h) To promote produce encourage and assist in the promotion and production of material designed and intended to be used for preaching teaching and religious education evangelism and pastoral care and without prejudice to the generality of the foregoing to do so through literature music drama and the visual arts and such other forms of communication or media as may be available for that purpose
- (i) To receive buy sell give exchange deal in produce publish display and distribute Christian literature music scores tapes and videos
- (j) To make receive buy sell give exchange or deal with any articles or devices to accomplish or assist in the expression transfer recording amplification or communication of words sounds pictures designs vision thoughts or ideas
- (k) To sponsor establish produce and manage exhibitions and displays and to provide broadcast or diffuse programmes whether recorded or otherwise
- (l) To translate make versions or dramatise arrange adapt transpose transcribe perform represent record produce reproduce make or procure the making of any transcription or record deal in or otherwise use music musical compositions numbers and works and musical and literary property and material and the copyright therein in any and every form and manner and by any and every method and means now or hereafter known or in existence and any and all rights and interests therein and thereto
- (m) To acquire and employ the services and abilities of and to enter into engagements with and to act as organisers and employers of all kinds for artists artistes performers singers authors journalists scriptwriters playwrights composers musicians actors dancers dramatists painters designers printers engravers sculptors radio television film and theatrical producers and directors and all persons in any way or in any capacity engaged in or connected with any creative art or any entertainment of any kind whatsoever
- (n) To promote arrange organise and conduct conferences meetings discussions and seminars
- (o) To provide medical aid skill care assistance and treatment and facilities for all who are in ill health of any kind and from any cause whatever and whether through hospitals clinics or by such other means as the Association shall think fit
- (p) To establish and maintain and conduct homes residential homes hostels establishments and nursing establishments care centres and play schools
- (q) To provide training and experience for persons interested in welfare care and after care

- (r) To relieve persons who are in conditions of need hardship or distress by reason of their social economic or other circumstances and generally to relieve the poverty of all such persons
- (s) To operate as publishers booksellers stationers printers lithographers bookbinders newsvendors newspaper editors and proprietors advertisement agents and dealers in papers printed matter fancy goods and all kinds of commodities and chattels
- (t) To disseminate information in such manner as the Association shall think fit in furtherance of its objects
- (u) To conduct any research which may seem necessary or desirable for furtherance of the purposes of the Association
- (v) To make loans either interest free or at a rate of interest less than a commercial rate and/or to make grants and/or donations or other payments of money and/or of any other kind of property to any individual partnership body corporate local authority or unincorporated association practising or promoting in any manner any Charitable object similar to those of the Association or the furtherance thereof and to provide such person or bodies with any other kind of financial assistance and so that any such grant or gift or provision of financial assistance may be made unconditionally or subject to such trusts or conditions as the Association may think fit to impose or accept
- (w) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges which shall further the object of the Association and to construct maintain and alter any buildings or erections necessary for the work of the Association
- (x) Subject to such consents as may be required by law to sell let mortgage dispose of or turn to account all or any of the property or assets of the Association with a view to the promotion of its object
- (y) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- (z) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and are conducive to the attainment of its object
- (aa) To borrow or raise money for the purpose of investment or for the objects of the Association on such terms and on such security as may be thought fit
- (bb) To invest the monies of the Association not immediately required for its purpose in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such covenants (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided
- (cc) To employ and pay such officers staff and professional or other advisers not being members of the Council of Management as the Association may think fit for the carrying on of its object and make such provisions for them as the Association shall determine
- (dd) To provide and to pay in good faith any premium in respect of any Indemnity insurance to cover the liability of the directors 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 Association Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to 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 any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Association

- (ee) To establish and support or aid in the establishment and support of any similar charitable associations or institutions and to subscribe or guarantee money for charitable purposes
- (ff) To amalgamate affiliate or co-operate with and subscribe to any charitable association or corporation having objects wholly or partly the same as the Association and to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any such association society or corporation Provided that the Association shall not amalgamate affiliate with or subscribe to any association society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof
- (gg) To do all such other lawful things as shall further the objects of the Association or any of them

## 5 Directors not to have an interest

The income and property of the Association shall be applied solely towards the promotion of its object 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 Society and no member of its Council of Management or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association

Provided that nothing herein shall prevent any payment in good faith by the Association

- (A) Of reasonable and proper remuneration to any member officer or servant of the Association not being a member of the Council or the Governing Body for any services rendered to the Association
- (B) Of interest on money lent by any member of the Association or of its Council of Management or Governing Body at a rate per annum not exceeding 2% less than the base rate for the time being of the Association's bankers or 3% whichever is the greater
- (C) Of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body
- (D) 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 hundredth part of the capital of that company

- (E) To any member of its Council of Management or Governing Body of reasonable out of pocket expenses
  - (F) Of reasonable and proper professional charges to any member of its Council of Management or Governing Body or to any firm or company in which such persons may be beneficially interested for his their or its professional services in connection with the trusts hereof when instructed by the other members of the Council of Management so to act in that capacity on behalf of the Association
  - (G) Of provision of housing and financial assistance by way of loan for housing for any officer or servant of the Association not being a member of the Council or Governing Body
  - (H) Of any premium in respect of any indemnity insurance to cover the liability of the directors 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 directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to 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 directors in their capacity as directors of the company
- 6 No addition alterations or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Charity Commission Provided also that no addition alteration or amendment shall be made which would cause the Association to cease to be a charity at law
- 7 The liability of the Members is limited
- 8 Every member of the Association undertake to contribute to the assets of the Association in the event of the same being wound up while he is a member or within one year after he ceased to be a member for payment of the debts and liabilities of the Association contracted before he ceased 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 £1
- 9 If upon the winding up or dissolution of the Association 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 Association but if and so far as effect can be given to the next provision shall be given or transferred to such other charitable Institution or Institutions having object wholly or partially similar to the objects of the Association as shall be determined by the Members of the Association at or before the time of dissolution 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 imposed on the Association under or by virtue of Clause 5 hereof or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some other charitable object

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

Philip John Warland  
7 Keswick Close  
Tonbridge  
Kent TN9 1LP

Banker

Thomas William Ormsby Matheson  
28 Royal Chase  
Tunbridge Wells  
Kent TN4 8AY

Solicitor (Retired)

Julia P Honey  
Oakdene  
Eggpie Lane  
Hildenborough  
Kent TN11 8PE

Chartered Secretary

---

DATED this 26<sup>th</sup> day of March 1993

WITNESS to the above Signatures -

G T Mungeam  
1 Higham Lane  
Tonbridge  
Kent TN10 4JA