

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having
a Share Capital

Memorandum of Association of Dundridge House Foundation
as amended pursuant to a Special Resolution passed on 10th October 2000

1. The Company's name is **Dundridge House Foundation**
(and in this document it is called "the Charity").

2. The Charity's registered office is to be situated in England and Wales.

3. The Charity's objects ("the Objects") are:
 - 3.1 The relief of sickness, and in particular the provision of centres for healing by the use of effective treatments including traditional medicine, modern medicine, natural medicine and holistic healing;
 - 3.2 The preservation and protection of good health of the public;
 - 3.3 The advancement of education and research for the public benefit into natural, traditional and complementary medicine;
 - 3.4 The advancement of education of the public in information technology;
 - 3.5 For the benefit of children and young people by providing and assisting in the provision of facilities for their education, recreation and other leisure occupation so as to assist them in growing to full maturity as individuals and as members of society and so that their conditions of life may be improved.

4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:

- 4.1 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 Charity;
- 4.2 to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 4.3 to acquire, alter, improve, to let and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 4.4 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.5 To set aside funds for special purposes or as reserves against future expenditure;
- 4.6 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.7 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.7.1 the investment policy is set down in writing for the financial expert by the directors of the Charity (hereinafter referred to as "the Trustees")
 - 4.7.2 every transaction is reported promptly to the Trustees
 - 4.7.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.7.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.7.5 the investment policy and the delegation arrangements are reviewed at least once a year

- 4.7.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.7.7 the financial expert must not do anything outside the powers of the Trustees
- 4.8 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.9 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.10 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.11 subject to clause 5 below to employ such staff 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;
- 4.12 To enter into contracts to provide services to or on behalf of other bodies
- 4.13 To establish subsidiary companies to assist or act as agents for the Charity
- 4.14 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.15 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to

exchange information and advice with them;

4.16 to pay out of the funds of the Charity the costs, charges and expenses of an incidental to the formation and registration of the Charity;

4.17 to do all such other lawful things as are necessary for the achievement of the Objects;

5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

5.1 of any reasonable remuneration to any Trustee in respect of his or her employment by the Charity notwithstanding that he or she is a Trustee: Provided that:-

- (a) a Trustee withdraws from any meeting whilst his or her employment, remuneration or other terms of employment, or the appointment, remuneration or other terms of employment of any other employee or employees which might affect the Trustee is being discussed; and
- (b) the majority of the Trustees do not receive remuneration in respect of employment by the Charity"

5.2 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a professional or by any partner of his or hers, when instructed by the Charity 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;

- 5.3 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
 - 5.4 of interest on money lent by any member of the Charity 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;
 - 5.5 of 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;
 - 5.6 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
 - 5.7 to any Trustee of reasonable out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or 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 contributories among themselves.
8. If the Charity 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 Charity, 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 Charity by

Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Dilys Margaruite Guildford

Woodside
Blackpool Sands
Stoke Fleming
Dartmouth
Devon TQ6 0PL

Witness to the above Signature

Name	C. Hands
Address	Newfoundland House Bayview Estate Stoke Flemming Dartmouth TQ6 0QX
Occupation	Director

Andrew Henry Todd

Alliance House
12 Caxton Street
London SW1H 0QY

Nicholas Phillips

Alliance House
12 Caxton Street
London SW1H 0QY

Witness to the above Signatures

Name	Dean Dunham
Address	Alliance House 12 Caxton Street London SW1H 0QY
Occupation	Solicitor

Dated the 17th day of August 2000