

MEMORANDUM OF ASSOCIATION

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE LAMBETH CONFERENCE

1 Name

The name of the Association ('the Charity') is THE LAMBETH CONFERENCE

2 Registered office

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

3 Charitable Objects

The Charity is established:

- 3.1 for the advancement of the Christian faith, by the promotion of mutual understanding and collective spiritual formation among the bishops of the worldwide Anglican Communion, a global fellowship of duly constituted provinces and regional churches which are in communion with the See of Canterbury.
- 3.2 for the advancement of education, by teaching and training the bishops and spouses of bishops of the worldwide Anglican Communion to fulfil their roles.

4 Furtherance powers

In furtherance of such objects, but not further or otherwise, the Charity shall have power:

- 4.1 to hold meetings, lectures, classes, seminars, workshops and courses either alone or with others;
- 4.2 to cause to be constructed and maintained, written and printed or otherwise reproduced and made available, gratuitously or otherwise, websites, magazines, books, leaflets or other documents, films or other means of communication, electronic or otherwise;
- 4.3 to promote research, investigation and development in any aspect of the objects of the Charity and its work and to disseminate the results of any such research;
- 4.4 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Charity;
- 4.5 to co-operate and enter into arrangements with any authorities, national, local or otherwise;



- 4.6 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 Charity 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;
- 4.7 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 Charity in the shape of donations, subscriptions or otherwise;
- 4.8 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;
- 4.9 subject to such consents as are required by law to borrow or raise money for the objects of the Charity on such terms and conditions and on such security as may be thought fit;
- 4.10 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object or is ancillary to the carrying out of the said objects;
- 4.11 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 Charity;
- 4.12 to invest the money of the Charity 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;
- 4.13 to lend money and give credit to take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary for the work of the Charity;
- 4.14 to make any charitable donation either in cash or assets for the furtherance of the objects of the Charity;
- 4.15 to employ and pay any person or persons not being Trustees to supervise, organise, carry on the work of and advise the Charity;
- 4.16 to pay out of the funds of the Charity the cost of any premium of any insurance or indemnity to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or wrongful omission, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from willful fraud or wrongdoing or default on the part of the Trustees (or any of them);
- 4.17 to apply monies in insuring any buildings to their full value;
- 4.18 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;

- 4.19 subject to the provisions of clause 5 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Charity or their dependants;
- 4.20 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 Charity 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 Charity by this memorandum of association;
- 4.21 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.22 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)
- 4.23 to delegate the management of investments to a financial expert, but only on terms that:
- 4.23:1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4.23:2 every transaction is reported promptly to the Committee
 - 4.23:3 the performance of the investments is reviewed regularly with the Committee
 - 4.23:4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.23:5 the investment policy and the delegation arrangement are reviewed at least once every year
 - 4.23:6 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
 - 4.23:7 the financial expert must not do anything outside the powers of the Committee
- 4.24 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a body corporate 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
- 4.25 to enter into contracts to provide services to or on behalf of other bodies
- 4.26 to do all such other lawful things as shall further the above objects or any of them.

5 Application of income and property

The income and property of the Charity 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 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 or money's worth from the Charity provided that:

- 5.1 nothing shall prevent any payment in good faith by the Charity of reasonable and proper remuneration to any member, officer or servant of the Charity not being a member of its management committee for any services rendered to the Charity;
- 5.2 nothing shall prevent any payment in good faith by the Charity of interest on money lent by any member of the Charity or of its management committee 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 management committee or 3% whichever is the greater;
- 5.3 nothing shall prevent any payment in good faith by the Charity of reasonable and proper rent for premises demised or let by any member of the Charity or of its management committee;
- 5.4 nothing shall prevent any payment in good faith by the Charity of fees, remuneration or other benefit in money or money's worth to a company of which a member of the management committee may be a member holding not more than one one-hundredth part of the capital of that company; and
- 5.5 nothing shall prevent any payment in good faith by the Charity to any Trustee of out-of-pocket expenses
- 5.6 a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense

6 Limited liability

The liability of the members of the Charity is limited

7 Contribution to assets of the Charity

Every member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he is a member, or within one year after he ceases to be member, for payment of the debts and liabilities of the Charity 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 contributors among themselves, such amount as may be required not exceeding one pound.

8 Surplus assets

If on the winding-up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institution or institutions nominated by the Archbishop of Canterbury having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of clause 5, such institution or institutions to be determined by the members of the Charity 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 corporate body whose name and address is subscribed hereafter are desirous of being formed into a Company in pursuance of this memorandum.

Chettleburgh's Limited
By Robert Stephen Kelford - a duly authorised officer
Temple House
20 Holywell Road
London
EC2A 4XH
Dated the 12th day of October 2006

Witness to the above signature

Janet Anderson
58 Tangmere Crescent
Hornchurch
Essex
RM12 5PX

ARTICLES OF ASSOCIATION

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE LAMBETH CONFERENCE

1 Definitions and interpretation

In these articles:

- 1.1 'Act' means the Companies Act 1985 as amended by the Companies Act 1989 or any re-enactment or statutory modification of those Acts;
- 1.2 'Clear Days' in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect;
- 1.3 'Charity' means the above named Charity;
- 1.4 'Office' means the registered office of the Charity;
- 1.5 'Seal' means the common seal of the Charity;
- 1.6 'Secretary' means any person appointed to perform the duties of the secretary of the Charity;
- 1.7 'Trustees' means the members of the Charity who are also in accordance with the Articles appointed to serve as the Charity's officers and managing committee
- 1.8 'United Kingdom' means Great Britain and Northern Ireland;
- 1.9 expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form including electronic means of communication through the internet;
- 1.10 unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these articles become binding on the Charity;
- 1.11 in the event of any question or dispute as to whether any Church claiming to be a member of the Anglican communion is in fact such a Church the matter shall be referred to the Archbishop of Canterbury for the time being whose determination shall be final and binding
- 1.12 words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

2 Objects

The Charity is established for the objects expressed in the memorandum of association.

3 Members and Trustees

3.1 Membership of the Charity shall be as follows:-

3.1.1 The Secretary-General of the Anglican Consultative Council

3.1.2 The Provincial Secretary of the Province hosting the next succeeding Lambeth Conference or (if he or she is not able or willing to accept such appointment) a senior representative of the relevant Province appointed by the Primate in consultation with the Provincial Secretary of that Province

3.1.3 A senior member of the Archbishop of Canterbury's staff nominated by the Archbishop

3.1.4. Not less than three or more than nine further persons appointed by the Members in consultation with the Standing Committee of the Anglican Consultative Council

3.2 The members of the Charity appointed under clause 3.1 of these Articles shall be the Trustees of the Charity

3.3 Every person admitted to membership of the Charity shall either sign a written consent to become a member or sign the register of members and shall sign a declaration of willingness to serve as a Charity Trustee before he or she is eligible to vote at any Trustees' meeting.

3.4 Membership and Trusteeship of the Charity shall continue for so long as the Member / Trustee shall hold the office by virtue of which he or she was appointed under clause 1 save that:

3.4.1 the appointment made under Article 3.1.2 shall continue only for so long after a Conference has taken place as the other Members shall determine; and

3.4.2 in the case of the person appointed under clause 3.1.3 the Archbishop may at any time appoint another member of his staff in that person's place if he shall think it expedient to do so; and

3.4.3 In the case of the appointments made under Article 3.1.4 the Members shall decide at the time of appointment (1) the term during which the persons concerned may serve and (2) any particular qualities they may be expected to bring to the role and shall keep such matters under review from time to time

3.5 The Trustees shall be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Trustee meetings or general meetings of the Charity or in connection with the business of the Charity.

3.6 A Trustee's term of office automatically terminates if he or she

3.6.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- 3.6.2 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
 - 3.6.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
 - 3.6.4 resigns his office by written notice to the Charity; or
 - 3.6.5 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his interest as required by Section 317 of the Act; or
 - 3.6.6 is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated;
- 3.7 A Trustee shall not vote in respect of any contract in which he is interested or any matter arising out of it, and, if he does so vote, his vote shall not be counted.

4 General meetings

- 4.1 Members are entitled to attend general meetings personally. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed
- 4.2 There is a quorum at a general meeting if the number of members personally present is at least 3
- 4.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 4.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 4.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue
- 4.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature and by direction of the Trustees as to authentication electronic means may be used for transmission of such documents and "signature" shall be interpreted in accordance with such direction)
- 4.7 A general meeting may be called at any time by the Trustees and must be called within 28 days on a written request from at least three members
- 4.8 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5 Powers and duties of the Trustees

- 5.1 The business of the Charity shall be managed by the Trustees who may pay all expenses incurred in the formation of the Charity, and may exercise all such powers of the Charity as are not required to be exercised by the Charity in general meeting. Any such requirement may be imposed either by the Act or by these articles or by any regulation made by the Charity in general meeting; but no such regulation shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made;
- 5.2 All cheques and other negotiable instruments, and all receipts for money paid to the Charity, shall be signed, drawn, accepted, indorsed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories;
- 5.3 The Trustees shall cause minutes to be made:
- 5.3.1 of all appointments of officers made by the Committee;
 - 5.3.2 of the names of the Trustees present at each Trustees' meeting;
 - 5.3.3 of all resolutions and proceedings at all meetings of the Charity, and of the Committee.
- 5.4 The Trustees may exercise all the powers of the Charity to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party.

6 Proceedings of the Trustees

- 6.1 The Trustees must hold at least three meetings each year
- 6.2 The Trustees may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chair shall have a second or casting vote. A Trustee may, and the Secretary on the request of a Trustee shall, at any time summon a Trustees meeting. It shall not be necessary to give notice of a Trustees meeting to any member for the time being absent from the United Kingdom;
- 6.3 The quorum necessary for the transaction of the business of the Member / Trustees shall be three, of which at least one shall be a Member / Trustee appointed under Article 3.1.4;
- 6.4 The Trustees may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the articles of the Charity as the necessary quorum of members, the Trustees may act for the purpose of prompting the restoration of the number of members to that number, or of summoning a general meeting of the Charity, but for no other purpose;
- 6.5 The Members and Trustees shall elect a Chair from among the Members and Trustees appointed under Article 3.1.4 and shall determine the period for which he or she is to hold office; but, if no such Chair is elected, or if at any meeting the Chair is not present within 5 minutes after the time appointed for holding the same, another such Member / Trustee shall chair the meeting;
- 6.6 The Trustees may delegate any of their powers to sub-committees consisting of such persons as it thinks fit (but at least one member of every committee must be a Trustee); any sub-committee so

formed shall conform to any regulations that may be imposed on it by the Trustees and shall report all acts and proceedings to the Trustees fully and promptly;

- 6.7 A sub-committee may elect a chair of its meetings; if no such chair is elected, or, if at any meeting the chair is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;
- 6.8 A sub-committee may meet and adjourn as it thinks proper and no meeting of any sub-committee shall be quorate if not attended by the Trustee or one of the Trustees appointed to be a member of it.
- 6.9 Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall have a second or casting vote;
- 6.10 All acts done by any meeting of the Trustees or by a sub-committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as a member, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee;
- 6.11 A resolution in writing, signed by all the Trustees entitled to receive notice of a Trustees meeting, shall be as valid and effectual as if it had been passed at a Trustees meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.

7 Secretary

- 7.1 Subject to Section 293 of the Act, the Trustees shall appoint a Secretary and any Secretary so appointed may be removed by them
- 7.2 A provision of the Act or of these articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the Secretary.

8 The Seal

The Trustees shall provide for the safe custody of the seal if any, which shall be used only by the authority of the Trustees or of a sub-committee authorised by the Trustees in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

9 Accounts

- 9.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 9.1.1 annual reports
 - 9.1.2 annual returns
 - 9.1.3 annual statements of account

9.2 The Trustees must keep proper records of

- 9.2.1 all proceedings at general meetings
- 9.2.2 all proceedings at meetings of the Committee
- 9.2.3 all reports of committees; and
- 9.2.4 all professional advice obtained

9.3 Accounting records relating to the Charity must be made available for inspection by the Archbishop of Canterbury or by a person duly authorised by him at any reasonable time upon written request

9.4 A copy of the Charity's latest available statement of account must be supplied free of charge to the Archbishop of Canterbury immediately upon its approval by the AGM and thereafter to any other person who makes a written request and pays the Charity's reasonable costs, within two months

10 Notices

10.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing;

10.2 The Charity may give any notice to a member either personally or by sending it by post to him or to his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives the Charity an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity;

10.3 Notice of every general meeting shall be given in any manner authorised by these articles to:

- 10.3.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notices to them;
- 10.3.2 every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
- 10.3.3 the auditor for the time being of the Charity; and
- 10.3.4 each Trustee.

No other person shall be entitled to receive notice of general meetings;

10.4 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called;

10.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

11 Indemnity

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings,

whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

12 Dissolution

Clause 8 of the memorandum of association relating to the winding-up and dissolution of the Charity shall have effect as if its provisions were repeated in these articles.

13 Rules or byelaws

13.1 The Trustees may from time to time with the approval in writing of the Archbishop of Canterbury make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the above, it may by such rules or byelaws regulate:

- 13.1.1 the admission and classification of members of the Charity, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 13.1.2 the conduct of members of the Charity in relation to one another, and to the Charity's employees;
- 13.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 13.1.4 the procedure at general meetings and meetings of the Trustees and sub-committees in so far as such procedure is not regulated by these articles; and
- 13.1.5 generally all such matters as are commonly the subject matter of Charity rules;

13.2 The Charity in general meeting with the approval in writing of the Archbishop of Canterbury shall have power to alter or repeal the rules or byelaws and to make additions to them, and the Trustees shall adopt such means as it deems sufficient to bring to the notice of members of the Charity all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Charity provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or articles of association of the Charity.