

Company Limited by Guarantee and not having a Share Capital: Number: 00034118

MEMORANDUM OF ASSOCIATION

of the

CHURCH OF ENGLAND SOLDIERS' SAILORS' & AIRMEN'S CLUBS

(As adopted by Special Resolution of the Company passed on 21st June 2023)

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1. The name of the Company (hereinafter called "the Charity") is the "Church of England Soldiers', Sailors' & Airmen's Clubs".
 2. The Registered Office of the Charity shall be situated in England.
 3. (a) The objects for which the Charity is established are:
 - (i) To open, carry on, establish and maintain Church of England Soldiers', Sailors' & Airmen's Clubs or Centres in military stations and other places at home and abroad, and to assist local or other efforts to open, carry on, establish and maintain such clubs or centres.
 - (ii) To further the religious and charitable work of the Church of England amongst those serving in H.M. Forces.
 - (iii) To relieve persons who have served in H.M. Forces and the dependants of such persons as are in need of assistance including the provision and management of housing.
 - (iv) To promote the efficiency of H.M. Forces by the provision of facilities and equipment for educational, recreation and leisure pursuits for those serving in H.M. Forces, whether at Church of England Soldiers', Sailors' & Airmen's Clubs or Centres or elsewhere and whether at home or abroad.
 - (b) In furtherance of the above objects but not otherwise the Charity shall have the following powers:
 - (i) To purchase, or take on lease, or use real or personal property, and any easements, rights or privileges necessary or convenient for the purposes of the Charity, and to purchase, hire, or otherwise acquire any buildings, plant, fittings, furniture, club and household effects, utensils, books, newspapers, periodicals, musical instruments, apparatus, appliances, and accommodation.
 - (ii) To construct, maintain, improve, and alter any buildings or works necessary or convenient for the purposes of the Charity.
 - (iii) To use, or to let on lease or otherwise, or to permit the use and occupation of all or any part of the property of the Charity for the purposes of the Charity.
 - (iv) To provide accommodation and other facilities and amenities in connection with such clubs or centres as aforesaid for the use of those serving in H.M. Forces and to furnish and maintain the same, and to permit the same to be used by those serving in H.M. Forces and their dependants and any other formally recognised personnel working in support of H.M. Forces, either gratuitously or upon such terms as may be determined, and generally to do

whatever may seem best calculated to promote the interests of the said clubs or centres, and in particular to make grants, or lend money to, or subsidise the said clubs or centres, or any of them.

- (v) To take over or otherwise acquire the assets and liabilities of any other organisation carrying on or proposing to carry on activities similar to those of the Charity and having charitable objects, or to acquire an interest in, amalgamate with, or to enter into any arrangement for co-operation or mutual assistance with, any such other organisation.
- (vi) To provide religious services and religious instruction in accordance with the creeds and principles of the Church of England, which shall be open to or available for all those serving in H.M. Forces, but so that attendances at such services or instruction shall be purely voluntary.
- (vii) To act as trustees or managers of any property endowments, legacies, bequests, subscriptions, or gifts, for the purposes of the Charity or any of them, and to invest such funds as shall not be immediately required in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (viii) To sell, assign, convey, demise, let, mortgage, charge, or otherwise dispose of or deal with the whole or any part of the property and effects of the Charity for the purpose of promoting its objects, provided that any disposition not made for valuable consideration shall be made only upon or for some legally charitable trust or purpose.
- (ix) To borrow money upon bonds, bills, promissory notes, or other obligations or securities of the Charity, or in such other manner as the Charity shall think fit and to execute and grant cash, credit or other bonds, and to draw, make, accept, endorse, and execute promissory notes, bills, cheques and other negotiable instruments, and to operate bank accounts in the name of the Charity.
- (x) To raise funds and invite and receive contributions from any person or persons whatsoever by way of subscriptions whether designed to raise such funds or otherwise and to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust by way of donations, annual subscriptions or otherwise.
- (xi) To accept subscriptions and donations (whether of real or personal property) and devises and bequests for all or any of the Charity's purposes.
- (xii) Subject to Clause 4 of this Memorandum of Association to employ such staff, not being members of the Charity's Council, as are necessary for the furtherance of the Charity's objects and to make all reasonable and necessary provision for the payment of pensions to staff and their dependants.
- (xiii) To do all such other lawful things as are incidental or conducive to the attainment of the Charity's objects or any of them.

PROVIDED THAT:

- (a) If the Charity shall take or hold any property which may be subject to any trusts the Charity shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
 - (b) If the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Charity shall not sell mortgage or charge or lease such property without such authority approval or consent as may be required by law and the Council of the Charity shall be chargeable for any such property which 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 such Council would have been if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council or governing body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.
4. The income and property of the Charity whencesoever derived shall be applied solely towards the promotion of the objects of the Charity 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 the members of the Charity **PROVIDED THAT** nothing herein shall prevent the payment in good faith:
- (a) of reasonable and proper remuneration to any officer or servant of the Charity in return for any services actually rendered to the Charity but so that no Member of the Council of the Charity shall be appointed to any salaried office of the Charity or any office of the Charity paid by fees;
 - (b) in the case of a Member of the Council of the Charity being a solicitor or other person engaged in any profession of all usual professional and other charges for work done by their firm when instructed by their co-trustees so to act in that capacity in connection with the execution of the trusts of the Charity;
 - (c) of interest at a reasonable rate on money lent to the Charity;
 - (d) of reasonable and proper rent for premises demised or let or reasonable and proper charges for the use of any facilities provided to the Charity by any member of the Charity.
- For the avoidance of doubt no Member of the Council of the Charity shall receive any remuneration or other benefit in money or money's worth except for:
- (i) the repayment of reasonable and proper out-of-pocket expenses;
 - (ii) payments properly made under sub-clauses (b), (c) and (d) of this clause.
5. The liability of the members is limited.
6. Every member of the Charity undertakes to contribute to the assets of the Charity in the event of the Charity being wound up while they are a member or within one year after they cease to be a member for payment of the debts and liabilities of the Charity contracted before they cease 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 such amount as may be required not exceeding Five Pounds.
7. If upon the winding up or dissolution of the Charity there remains after the satisfaction of all its debts and liabilities any property whatsoever such property shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charitable institutions or institution having objects similar to the objects of the Charity 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 Charity under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Charity at or

before the time or dissolution and if insofar as effect cannot be given to such provision then to some other charitable object.

8. Every year the Council of the Charity shall cause a report to be drawn up containing a copy of the accounts and detailing and evaluating the Charity's performance during the year in relation to its objects making such recommendations as it considers appropriate to facilitate or improve the Charity's furtherance of its objects.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into an association in pursuance of this Memorandum of Association.

Names, Addresses, and Descriptions of Subscribers

JOHN COX EDGHILL, D.D., Chaplain-General to the Forces and Honorary Chaplain to the Queen, War Office, Pall Mall.

CHELMSFORD, General, 5 Knaresboro' Place, S.W.

GUILBERT EDWARD WYNDHAM MALET, Major, late R.A., 140, Palace Chambers, Bridge Street, S.W.

THOMAS ROWORTH PARR, Lieut.-Colonel, Junior United Service Club, S.W.

ALGERNON AUGUSTUS STEWART, Major-General, 19 Cranley Gardens, S.W.

JOHN BRIDGES WALKER, Lieut.-Colonel, Fair View, Ash, near Aldershot.

CHARLES AUGUSTUS SOLBE, Chaplain H.M. Forces, Royal Military Asylum, S.W.

Dated the 26th day of May, 1891.

Witness to the Signatures of the above-named:

GEORGE GILBERT TREHERNE TREHERNE,
28, Bedford Row, London,
Solicitor.

Resolution Passed 21st day of June 2023



(Signed) Rear Admiral A R RYMER
Chairman of Meeting



(Signed) Colonel C E H ACKROYD TD RD DL
Vice Chairman of CESSAC