

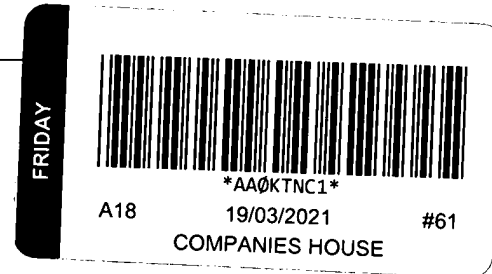
THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION ¹

of

LEE ABBEY HOUSEHOLD COMMUNITIES ²



- 1 The name of the company (hereinafter called "the Charity") is LEE ABBEY HOUSEHOLD COMMUNITIES
- 2 The registered office of the Charity will be situate in England

Objects

- 3 The Charity's objects are the advancement of the Christian faith worldwide through the ministry of communities of Christians whose shared lives in the fellowship of the Holy Spirit communicate the love of God revealed in Jesus Christ and for the relief of the needs of those living or working in the local area served by local Christian churches

Powers

- 4 In furtherance of the objects but not further or otherwise the Charity shall have the following powers:-
 - (a) To provide accommodation and staff to contribute to and promote household communities particularly in urban areas;
 - (b) Subject to the provisions of clause 5 below to employ and pay any person or persons to supervise, organise and carry on the work of the Charity and 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;
 - (c) to bring together in conference representatives of voluntary organisations, Government

¹ The memorandum of association was altered by special resolution of the company passed on 3 December 2005 & 4 March 2021

² The name of the company was changed from Lee Abbey 3 to its present designation by special resolution of the company passed on 8 December 1997

departments, statutory authorities and individuals;

- (d) To promote and carry out or assist in promoting and carrying out research, surveys and investigations and publish the useful results of such research, surveys and investigations;
- (e) To arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- (f) To collect and disseminate information on all matters affecting such objects and exchange such information with other bodies having similar objects whether in this country or overseas;
- (g) To undertake, execute, manage or assist any charitable trusts which may lawfully be undertaken, executed, managed or assisted by the Charity;
- (h) To procure to be written and print, publish, issue and circulate gratuitously or otherwise such papers, books, periodicals, pamphlets or other documents or films or recorded tapes as shall further such objects;
- (i) To purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of such objects and construct, maintain and alter any buildings or erections necessary for the work of the Charity;
- (j) To make regulations for any property which may be so acquired;
- (k) 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 Charity but not to create tenancies or lettings of any property allocated for use by a household community;
- (l) To accept gifts and borrow or raise money for such objects on such terms and on such security as shall be thought fit;
- (m) To procure contributions to the Charity by personal or written appeals, public meetings or otherwise;
- (n) To invest the money of the Charity not immediately required for such objects in or on such investments, securities or property as may be thought fit;
- (o) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of the Charity or calculated to further its objects;
- (p) To receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Charity;
- (q) To draw accept endorse issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Charity;

- (l) To establish promote or assist charitable companies with objects similar to those of the Charity for the acquisition of the property or liabilities of the Charity or to carry on any authorised activity of the Charity or for any other charitable purpose calculated to benefit the Charity in the furtherance of its objects;
 - (m) To amalgamate merge or join in with any charity having charitable objects wholly or in part similar to those of this Charity for the purposes of better effectuating the charitable purposes;
 - (n) To purchase acquire or undertake all or any of the property liabilities and engagements of charitable associations societies or bodies with which the Charity may co-operate or federate;
 - (o) To pay out of the funds of the Charity the costs of forming and registering the Charity;
 - (p) To pay out of the funds of the Charity the cost of any premium in respect of insurance or indemnities to cover the liability of the Board of Trustees (or any Trustee) which be virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust or 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 any act or omission which the Board of Trustees know to be a breach of trust or which was committed by the Board of Trustees in reckless disregard of whether it was a breach or not.
 - (q) To do all such other lawful things as shall further the attainment of the above objects or any of them;
- 5 The Charity accepts and agrees to abide by the House of Bishops' Guidance for safeguarding children, young people and vulnerable adults in the Church of England.
- 6 The income and property of the Charity from whatever source derived, shall be applied solely towards the promotion of its objects as set further 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 and (save as hereinafter provided) no member of its Board of Trustees shall be appointed to any office of the Charity paid by salary or fees or received any remuneration or other benefit in money or money's worth from the Charity.

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Charity:

- (a) Of reasonable and proper remuneration to any member, officer or servant of the Charity (save as hereinafter provided not being a member of its Board of Trustees) for any services rendered to the Charity;
- (b) Of reasonable and proper remuneration to leaders of any household community of the Charity or a Chaplain of the Charity notwithstanding that they may be members of the Board of Trustees for work undertaken on behalf of the Charity on condition that:
 - (i) They shall not attend any meeting or vote on any resolution relating to the terms and conditions of their own appointment as to any payment made or to be made to them by the Charity; and

- (ii) The number of Trustees in receipt of such remuneration shall not exceed one third of the total number of Trustees.
- (c) Of interest on money lent by any member of the Charity (or of its Board of Trustees) at a reasonable and proper rate per annum;
- (d) Of any reasonable and proper rent for premises demised or let by any member of the Charity (or of its Board of Trustees);
- (e) Of fees, remuneration of other benefits in money or money's worth to a company of which a member of the Board of Trustees may be a member holding not more than 1/100th part of the capital of the company and
- (f) To any member of its Board of Trustees of reasonable and proper out-of pocket expenses;
- (g) Of reasonable and proper premiums in respect of Indemnity Insurance, effected in accordance with Clause 4(u) hereof;
- (h) Of the usual professional charges for business done by any member of the Charity (or of its Board of Trustees) who is a solicitor, accountant or other person engaged in a profession, 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 members of the Charity (or of its Board of Trustees) benefit under this provision and that a member of the Charity (or of its Board of Trustees) shall withdraw from any meeting at which his or her appointment or remuneration of that of his or her partner is under discussion.

7 The liability of the members is limited.

8 Every Member of the Charity undertakes to contribute to the assets of the Charity undertakes to contribute to the assets of the Charity if it is wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Charity contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

9 If upon the winding-up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institution or institutions 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 5 hereof, such institution or institutions to be determined by the members within three months of the members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Board of Trustees shall resolve upon.