



A COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

LUTON FRIENDSHIP HOMECARERS

INCORPORATED ON:

COMPANY NUMBER:

# The Companies Act 1985

## COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL

### MEMORANDUM OF ASSOCIATION

of

### LUTON FRIENDSHIP HOMECARERS

1. The name of the company shall be Luton Friendship Homecarers.
2. The Registered Office of the Company will be situated in England and Wales.
3. The objects for which the Company is Established are to provide for the relief of sickness and the protection of health, the relief of poverty and the advancement of religion, in the Luton area, and where possible in other convenient areas, by the means of
  - 3.1 Organising and maintaining the supply of nurses, care assistants and home helps to look after the homes and provide personal care for needy persons incapacitated through accident, ill-health, old age, childbirth, physical disability, mental disability, or any other reason either in their homes or in a hospital and to render to such persons such financial and other assistance as may be deemed desirable,
  - 3.2 Welfare work for sick and otherwise handicapped persons, particularly, but not exclusively, for afro-Caribbean members of the community.
  - 3.3 The promotion of Christianity as a way of life affecting man's experience as an ethical social aesthetic rational physical emotional and spiritual being and in accordance with the teaching of Seventh-day Adventists.

And the Company shall have the following powers exercisable in its said objectives but not otherwise, namely:

(A) To acquire take over and carry on as a going concern and develop the organisation known as Luton Friendship Home Carers, together with the assets and liabilities of the proprietors of the organisation in connection therewith.

(B) To raise funds, whether by the levying of subscriptions by the Company, by means of donations from companies and other business concerns, or from other charities, by private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international health, welfare, social or cultural organisation for or on behalf of the Company, or any person or body of persons pursuing any charitable object which this Company is authorised to carry

on and to accept gifts of property, whether subject to any special trust or not, for the objects of the Company, providing that the Company shall carry out no permanent trading activities in raising funds for the said objects.

(C) To employ and pay any person or persons to supervise or carry on the work of and advise the Company and to retain or employ professional or technical advisors in connection with the objects of the Company and to pay reasonable and proper fees for their services.

(D) To make any financial grant or award, and to enter into any contract or arrangement for the provision to any person or body of persons of any technical, financial or other assistance, of any service or equipment, labour or of travel, accommodation or other facilities and generally to do all such things as may, in the opinion of the Officers, further the primary charitable objects of the Company.

(E) To undertake research and surveys and publish the useful results of each research; to establish, equip and maintain a library, to collect, compile, print, publish and disseminate information; to provide, publish or contribute to the publication of any papers, books, periodicals, reports or other documents, films, slides, tapes, pictures, plans or models; to give and exchange information and advice; and to promote, foster and maintain the interest and support of the public in the objects and activities of the Company.

(F) To organise, provide facilities for and hold conferences, meetings, courses of instruction, demonstrations, lectures, exhibitions, competitions, tours and displays,

(G) To establish, promote or assist in establishing or promoting and to subscribe to organisations or associations whose objects are in whole or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company, to act as trustees or agents for and to manage and to undertake the property, assets and engagements of any such organisations or associations, and to subscribe or guarantee money for charitable purposes in any way calculated to further the objects of the Company.

(H) To foster and encourage co-operation and communication between similar organisations, societies, other charitable institutions, and local and national authorities and to co-ordinate the activities and represent the view of those making use of the facilities of the Company and its members.

(I) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, sell, mortgage, lease or otherwise dispose of or turn to account any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any building or erections necessary or convenient for the work of the Company.

(J) To make accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.

(K) To borrow or raise money for the purposes of the Company on such terms and on security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise.

(L) To receive money on deposit or loan upon such terms as the Company may approve, and to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be conducive to its objects.

(M) To invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments or securities and in such manner as may from time to time be determined, subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(N) To sell, mortgage, improve, manage, turn to account, exchange, let or grant licences, easements and other rights in or over, and in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company as may be expedient for the promotion of its objects.

(O) To insure and arrange insurance cover for and to indemnify its officers, servants and those of its member from and against all such risks incurred in the course of the performance of their duties as may be thought fit.

(P) Subject to the provisions of clause 4 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.

(Q) To amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects all together or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distributions of any of their assets amongst the members at least to the same extent as such payments or distributions are prohibited in the case of the members of the Company by its Memorandum of Association.

(R) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

(S) To do all such other lawful things as are necessary for the attainment of the objects of the Company or any of them.

Provided that:

(i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Company shall not extend to the regulation of the relations between employers and workers or organisations of employers and organisations of workers.

iii) In the case Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of Trustees of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been, as such Board of Trustees if no

incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

(iv) The powers set out in (O) to (N) and (Q) are subject to such consents or approvals (if any) as may for the time being be imposed or required by the general working policies of the Seventh-day Adventist Church as are from time to time printed and published provided that any person or persons dealing with the Company shall not be bound to enquire or be satisfied that such consents or approvals have been obtained.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in the 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 Company, with the exception of the Chief Executive of the Company, and no member of its Board of Trustees shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent the payment, in good faith, by the Company:

- (a) of reasonable and proper remuneration for any services rendered to the Company by
  - (i) any member, officer or servant of the Company or other person not being a member of its Board of Trustees or
  - (ii) the Chief Executive of the Company who shall not be present at any meeting at which, his appointment or the terms of his remuneration or other terms or conditions of his employment are to be determined.
- (b) of reasonable and proper rent for the premises demised or let by any member of the Company or of the Board of Trustees.
- (c) of fees, remuneration or other benefit 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 that Company.
- (d) to any member of its Board of Trustees of reasonable and proper out-of-pocket expenses.
- (e) of interest on money lent by any member of the Company or its Board of Trustees at a rate not exceeding 2% less than the base lending rate for the time being prescribed by a clearing bank elected by the Board of Trustees or 3% whichever is greater.
- (f) of the usual professional charges for business done by any trustee who possesses special skills or knowledge by his or her firm when instructed by the charity to act on its behalf, provided that (i) at no time shall a majority of Trustees benefit from this provision; and (ii) a trustee shall withdraw from any meeting whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed.
- (g) of any premium in respect of any indemnity insurance to cover the liability of the trustees 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 charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of

trust or breach of duty or which was committed by the trustees in reckless regard of whether it was a breach of trust or duty or not.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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 contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed to members of the Company but shall be given or transferred to some other charitable institution or institutions having objects the same as or similar to the objects of the Company, 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 Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company after the Company's Board of Trustees have consulted with the Trans-European Division of the General Conference of Seventh-day Adventists, and if and in so far as effect cannot be given to this provision, then to some other charitable object as near as may be to that of the Company.