



**COMPANIES LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

WYCLIFFE UK LIMITED

(As amended on 22 June 2022)

1. The name of the company (hereinafter called "the Association") is **WYCLIFFE UK LIMITED**.
2. The Registered Office of the Association is situated in England.
3.
 - (1) The objects of the Association, are:
 - (a) to promote the Christian Faith and Christian Religion and in particular the translation, publication and dissemination of the Bible in different languages as referred to in Clause 3(2) hereof;
 - (b) the advancement of education (particularly in relation to the Christian Religion, knowledge of the Bible and Christian doctrine, faith and practice), language and literacy; and
 - (c) the relief of poverty.
 - (2) The Association is formed to glorify God by promoting:
 - (a) the translation of the Holy Scriptures into vernacular languages,
 - (b) the publication and distribution of these vernacular Scriptures.
4. To further its objects the Association may (subject to clause 5):
 - (1) carry out literacy work;
 - (2) make known to the interested public at large, the needs, progress and results of Bible translation world-wide;
 - (3) recruit and prepare suitable persons to become members of the Association;
 - (4) encourage and facilitate the translation of the Holy Scriptures into vernacular languages by such members and/or mother tongue translators;

- (5) provide facilities and staff for academic and practical training for Bible translation work and its ancillary disciplines;
- (6) encourage and facilitate work towards the relief of poverty and community development;
- (7) work in partnership with other organisations towards common goals;
- (8) stimulate the supply of adequate finances, prayer and practical support for the aforesaid objects;
- (9) provide conference facilities and supporting services, as may be deemed appropriate.
- (10) produce for sale or distribution materials which will promote any of the above mentioned charitable objects;
- (11) receive donations, including money and property by way of gift, contribution or bequest and to distribute such donations according to the objects of the Association and where appropriate in accordance with the request of the donor;
- (12) borrow or receive money for the objects of the Association on such terms and on such security as may be thought fit (with such consents as are required by law);
- (13) invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (14) act as manager or trustee of, or in respect of, any property held or administered for charitable purposes within the objects of the Association and, so far as may be lawful, to act as a trust corporation for the administration of any such charitable trusts;
- (15) purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of the Association and to construct, maintain or alter any buildings or erection necessary or convenient for the work of the Association;
- (16) subject to such consents as may be required by law sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be expedient in the promotion of its objects;
- (17) undertake or execute any charitable trusts which lawfully may be undertaken by the Association and are conducive to the attainment of its objects;
- (18) act in co-operation with Wycliffe Bible Translators International Inc. or any other charitable association or institution whose objects are compatible with those of the Association; and to establish and support or aid in the establishment and support of any other charitable association or institutions, in line with the objects of the Association;

- (19) subscribe or guarantee money for charitable purposes in any way connected with the objects of the Association or calculated to further its objects;
- (20) delegate the management of investments to a financial expert provided that:
 - (a) the financial expert is:
 - (i) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
 - (ii) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
 - (b) the investment policy is set down in writing for the financial expert by the Trustees;
 - (c) every transaction is reported promptly to the Trustees;
 - (d) the performance of the investments is reviewed regularly by The Trustees;
 - (e) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (f) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (g) 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;
 - (h) the financial expert may not do anything outside the powers of the Trustees;
- (21) arrange for investments or other property of the Association 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 a financial expert acting under their instructions and to pay any reasonable fee required;
- (22) lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- (23) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (24) subject to clause 4(25) raise funds by way of subscription, donation or otherwise;
- (25) trade in the course of carrying out the objects of the Association and carry on

any other trade which is not expected to give rise to taxable profits;

- (26) incorporate subsidiary companies to carry on any trade;
- (27) subject to clause 6 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- (28) establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- (29) acquire or undertake all or any of the property, liabilities and engagements of charities with which the Association may co operate or federate;
- (30) provide indemnity insurance to cover the liability of the Trustees:
 - (a) 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 Association; and
 - (b) to make contributions to the assets of the Association in accordance with the provisions of section 214 of the Insolvency Act 1986;

Provided that any such insurance in the case of (30) (a) shall not extend to:

- (i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Association, or which the Trustees did not care whether it was in the best interests of the Association or not;
- (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or
- (iii) any liability to pay a fine; and

Provided that any insurance in the case of (30)(b) shall not extend to any liability to make such a contribution where the basis of the liability is his or her knowledge prior to the insolvent liquidation of that Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation.

- (31) to do all such legal things as shall further the objects or any of them.

5.

- (1) This Association is evangelical and interdenominational and the work of the Association shall be carried out in strict compliance with the Doctrinal Basis of the Association as follows:

- (a) We believe the Bible, the inspired Word of God, is completely trustworthy,

speaking with supreme authority in all matters of belief and practice.

- (b) We believe in one God, who exists eternally in three persons, the Father, the Son, and the Holy Spirit.
- (c) We believe all people, being created in the image of God, have intrinsic value, but as a result of sin are alienated from God and each other, and therefore in need of reconciliation.
- (d) We believe that Jesus Christ, the Son of God, born of the virgin Mary, is fully God and fully human; He demonstrated God's love for sinners by suffering the penalty of death in their place, rose bodily from the dead and ascended to heaven where He intercedes for His people.
- (e) We believe all who repent and trust in Jesus Christ alone as Lord and Saviour are, by the grace of God, declared to be right with Him, receiving forgiveness and eternal life.
- (f) We believe the Lord Jesus Christ will return personally in glory, raise the dead, and judge the world.
- (g) We believe all people will rise from the dead, those who are in Christ to enjoy eternal life with God, and those who are lost to suffer eternal separation from Him.
- (h) We believe in the Holy Spirit who imparts new life to those who believe in Christ; through His indwelling presence and transforming power He gives assurance and equips believers for holy living and effective service.
- (i) We believe the Church is the body of Christ, the fellowship of all believers, and is commissioned to make disciples of all nations.

- (2) This Association and its members are supported primarily by gifts and trust God to supply their financial needs through various constituencies, both individual and corporate. These needs are laid before God in prayer and may also be presented to constituencies, to each in a way appropriate to its interest in the work, with sensitivity and propriety, in a spirit of dependence on God.

6. The income and property of the Association shall be applied solely towards the promotion of its objects 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 Voting Members of the Association, and no Trustee shall be appointed to any office of the Association paid by salaries or fees or receive any remuneration or other benefit in money or money's worth from the Association;

Provided that nothing herein shall prevent any payment in good faith by the Association:

- (1) of reasonable and proper remuneration to any Voting Member, officer or servant of the Association (other than a Trustee) for any services rendered to the

Association;

- (2) of reasonable and proper interest on money lent by any member of the Association or Trustee;
- (3) of reasonable and proper rent for premises demised or let by any member of the Association or Trustee;
- (4) of fees, remuneration or other benefit in money or money's worth to any Association of which a Trustee may also be a member holding not more than 1/100th part of the capital of that Association; and
- (5) to any Trustee of reasonable and proper out of pocket expenses; and
- (6) the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Association or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
- (7) 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 Association: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Association or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

7. The liability of the Voting Members is limited.

8. Every Voting Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he/she is a Voting Member or within one year after he/she ceases to be a Voting Member, for the payment of the debts and liabilities of the Association contracted before he/she ceased to be a Voting 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 £1.

9. If upon the winding up or dissolution of the Association 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 Voting Members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association 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 Association under or by virtue of Clause 5 hereof, such institution or institutions to be determined by Voting Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

10. Words and phrases used in this Memorandum have the same meanings as are ascribed to them in the Articles unless the context otherwise requires.
11. Nothing in this Memorandum of Association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.