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**The Companies Act 1985**

**Company limited by guarantee and  
not having a share capital**

**Memorandum of association**

of

**The Jessie May Trust**



1. ***Company name***

The Company's name is The Jessie May Trust ("**the Company**").

2. ***Registered office***

The Company's registered office is to be situated in England and Wales.

3. ***Objects***

The Company's objects are the relief of children and young persons suffering from physical conditions which are life threatening or life limiting and/or terminal by:

- (a) the provision of respite or palliative care in the community for affected young persons their families and carers; and
- (b) the advancement of the education of health professionals, statutory authorities, GP practices and others in the condition of children and young persons with terminal illness in particular through the representation of such persons and their families to local statutory authorities and professional groups.

4. ***Powers***

4.1 In pursuance of the above objects, but not further or otherwise, the Company shall, subject to sub-clauses 4.2 to 4.5, have the following powers:

- (a) to open and operate bank accounts and other banking facilities and to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (b) to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be thought fit

for the purpose of raising voluntary funds in support of the objects of the Company in the form of donations, annual subscriptions or otherwise and to receive and accept them;

- (c) to take and accept subscriptions, donations, devises, and bequests of any real or personal property or other assets;
- (d) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (e) to establish and support or aid in the establishment and support of any charitable association, society, corporation or trust having objects wholly or partly similar to those of the Company and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (f) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company;
- (g) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research and to provide for the delivery, holding and documentation of lectures, exhibitions, meetings and to commission and make films and video tapes and to sponsor or to arrange radio and television broadcasts in furtherance of the objects of the Company;
- (h) to cause to be written and printed or otherwise reproduced and circulated either gratuitously or by way of sale, any reports, periodicals, newsletters, magazines, books, leaflets or films or recorded tapes which are desirable for the promotion of the Company and its objects;
- (i) to promote, arrange, organise or assist in the promotion or organisation of exhibitions, seminars, conferences, courses and lectures and to disseminate the proceedings and papers given at such events;
- (j) to commission, arrange, prepare, print, publish, issue and disseminate any programme, pamphlet, book, document, film, recording or other artistic work and to fix, make and receive fees, royalties and other charges therefor and for admission to and otherwise in respect of any exhibition, performance or display;
- (k) to establish, promote, support, aid, amalgamate, affiliate or co-operate with and subscribe to any association, society, company, institution or trust which shall be charitable by law and to purchase or otherwise acquire and undertake all or any

part of the property, assets, liabilities and engagements of any such association, society, company, institution or trust;;

- (l) to invest the funds of the Company not immediately required for its purposes in or upon such shares, stocks, funds, securities or freehold or leasehold property or other land or investments in any part of the world and on such terms 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 as provided in this memorandum of association;
- (m) to accept, retain or refuse any new shares, stock or debentures in any company or undertaking which may be allocated to the Company in respect of investments held by them as part of the funds of the Company;
- (n) to insure and arrange insurance cover for and to indemnify its employees, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (o) to provide indemnity insurance to cover the liability of the Directors (or any of them) 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 Company provided that any such insurance shall not extend to any claim arising from any act or omission which the directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (p) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and to apply for registration of any patents, rights, copyrights, licences and the like and to construct, maintain or alter them for any of the purposes of the Company;
- (q) subject to such consents as may be required by law, to improve, manage, cultivate, develop, exchange, let on lease or otherwise grant rights and privileges in respect of or otherwise deal with, sell, mortgage, dispose of, or turn to account all or any of the property, rights or assets of the Company;
- (r) subject to such consents as may be required by law to borrow or raise money for the objects of the Company on such terms as may be thought fit and to secure the repayment of any money borrowed, raised or owing, and interest on it, by mortgage, charge or lien upon the whole or any part of the property or

assets (whether present or future) of the Company and whether by the creation and issue of debentures or debenture stock or otherwise and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake;

- (s) to pay and discharge any rent, rates, taxes costs or insurance, improvements, repairs or other outgoings payable from time to time in respect of any freehold, leasehold or other property of the Company and any legal or other administrative expenses payable from time to time in connection with it;
- (t) 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;
- (u) to employ and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;
- (v) to do all such other lawful things as shall promote the attainment and furtherance of the Company's objects or any of them;
- (w) to establish subsidiary companies to assist or act as agents for the Company.

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

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

4.4 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Secretary of State for Education or the Secretary of State for Wales, the Company shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law.

4.5 In carrying out its objects the Company shall, through its agreed policies and by taking positive action, seek to ensure equality of opportunity for, and oppose discrimination against all sections of, the community.

5. *Application of income and property*

- 5.1 Subject to sub-clause 5.2, the income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this memorandum of association and no portion of it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company; and no Director or person to whom (with or without any other person or persons) any of the functions of the Directors have been delegated 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.
- 5.2 Nothing in sub-clause 5.1 shall prevent any payment in good faith by the Company:
- (a) of the usual 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 Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees be remunerated under this provision and any such trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of her partner, is under discussion;
  - (b) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
  - (c) of interest on money lent by any member of the Company or by any of its Directors at a reasonable and proper rate;
  - (d) of reasonable and proper rent for premises demised or let by any member of the Company or any of its Directors;
  - (e) to any of its Directors of out-of-pocket expenses;
  - (f) of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of that Company; or
  - (g) of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any of them) 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 Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by

the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

6. ***Limited liability***

The liability of the Members is limited.

7. ***Contribution to assets of the Company***

Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it shall be wound up while he is a member within 1 year after he ceases to be a member, for payment of the Company's debts and liabilities 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.

8. ***Application of assets on a winding-up***

If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects 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 5, such charitable body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to this provision, then to some other charitable body or bodies the objects of which are the promotion of charity to be similarly determined.

9. ***Interpretation***

Words and expressions defined in the Company's articles of association shall, unless the context otherwise requires, have the same meanings in this memorandum

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

**Names and addresses of subscribers**

Mrs Philippa Helen Gaynor Purrington  
1 High Beech Close  
Marlow Bottom  
Buckinghamshire  
SL7 3PX

**Witness:**

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

Dr David Kenneth Stewart Irving  
13a Dial Hill  
Clevedon  
North Somerset  
BS21 7HJ

**Witness:**

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

Dr Elizabeth Joanna Chambers  
4 Clyde Park  
Redland  
Bristol  
BS6 6RR

**Witness:**

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

Ms Barbara Ann Butcher  
11 Hobhouse Close  
Henleaze  
Bristol  
BS9 4LZ

**Witness:**

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

Mr Ralph Stephen Whiting  
Priory Croft  
3 Priory Road  
Easton-in-Gordano  
Bristol  
North Somerset  
BS20 0PA

**Witness:**

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

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**Dated**

**2000**