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19/03/2021

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COMPANIES HOUSE

The Companies Acts 1985 and 2006
Company Limited by Guarantee and not having
a Share Capital

**Memorandum of Association (amended by special resolutions
of the Charity passed on 6 September 2002, 22 November 2008 & 4 March 2021)**

Lee Abbey Fellowship

1. The Company's name is Lee Abbey Fellowship (and in this document it is called the "Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects (the "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.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (1) to train, organise and equip members of the clergy, missionaries, preachers, ministers, teachers, students, lecturers and other persons committed to carrying out the objects of the Charity and to make and pay such grants donations and subscriptions as may be necessary in connection therewith
 - (2) to organise conferences, lectures, classes and meetings of any description, holiday camps, hostels and other similar gatherings
 - (3) to print, publish, produce and distribute books, tracts, pamphlets, other writings, audio and video tapes, CDs and any other electronic means of communication
 - (4) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - (5) to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (6) to lend and advance money or give credit to its parent charity and/or associated charities, and to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any such charities
 - (7) to borrow or raise money in a manner, and to secure the same or the

repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or entered into by the Charity;

- (8) to secure in such manner as may be thought fit or undertake the repayment of money lent or advanced to or the liabilities incurred by its parent charity and/or associated charities;
 - (9) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (10) subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to collectively as the "Board of Trustees" and any individual director as a "Trustee"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - (11) to provide financial, managerial and administrative advice and assistance to its parent charity and/or associated charities;
 - (12) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (13) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - (14) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
 - (15) to do all such other lawful things as are necessary for the achievement of the Objects;
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 shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity; PROVIDED ALWAYS that nothing in this document shall prevent any payment in good faith by the Charity:
- (1) 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 firm in which he or she is a partner, or a person having specialist skills of particular value to the Charity when instructed by the Charity to act on its behalf; PROVIDED ALWAYS that at no time shall a majority of the Board of Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her firm is

under discussion;

- (2) 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;
 - (3) of interest on money lent by any member of the Charity or any Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Board of Trustees;
 - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (5) of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee;
 - (6) to any Trustee of reasonable out-of-pocket expenses.
7. The liability of the members is limited
8. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she 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.
9. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.