

**The Companies Acts 1985 and 1989
Company Limited by Guarantee
and not having a Share Capital**

EASTERN BAPTIST ASSOCIATION

MEMORANDUM OF ASSOCIATION

- 1 The Company's name is Eastern Baptist Association (and in this document it is called "the Association").
- 2 The Association's registered office is to be situated in England and Wales.
- 3 The Association's objects ("the Objects") are the advancement of the Christian religion especially by the means of and in accordance with the principles of the Baptist denomination as set out for the time being in the Declaration of Principle of The Baptist Union of Great Britain.
- 4 In furtherance of the Objects but not otherwise the Association may exercise the following powers:
 - (a) To provide suitable premises and other amenities to enable the objects to be carried out;
 - (b) 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 Association;
 - (c) to raise funds and to invite and receive contributions: provided that in raising funds the Association shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (d) to borrow money and give security for loans (but only in accordance with the restrictions imposed by law);
 - (e) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (f) subject to clauses 5 and 6 below to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provisions for the payment of pensions and superannuation to staff and their dependants and to provide housing for staff;
 - (g) to administer establish and support any charitable trusts, associations or institutions formed for all or any of the Objects;

- (h) 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;
- (i) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
- (j) to invest the moneys of the Association not immediately required for its purposes in or upon such investments, loans, securities or property as may be thought fit and provided always that any investment or use of such moneys shall be subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (k) to employ investment managers and to delegate to such investment managers the power to buy and sell investments the power to employ and delegate being subject to such limitations and reporting provisos that are appropriate to the Association and are recorded in writing;
- (l) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Association or the trade is temporary and ancillary to the carrying out of a primary object;
- (m) to accept and hold whether as bare Trustee or otherwise any property whether real or personal held on charitable trust in furtherance of all or any of the Objects which may from time to time be conveyed transferred assigned or otherwise vested in the Association as a charity Trust or trusts;
- (n) to acquire land or any other property or asset notwithstanding that it is held on other than exclusively charitable trusts and to share the ownership of any property or asset with any other body or person;
- (o) to insure the Council members against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is alleged to be a breach of trust or breach of duty, unless the Council member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (p) to do all such other lawful things as are necessary for the achievement of the Objects.

5 The income and property of the Association 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 Association, (save in so far as any payment is properly applied for charitable purposes of members of the Association) and no Council member shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association save as provided

by Clause 6 hereof and save also that nothing in this document shall prevent any payment in good faith by the Association:

- (a) of reasonable and proper remuneration for any services rendered to the Association by an officer or servant of the Association who is not a Council member;
- (b) of interest on money lent by any Council member at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Council;
- (c) of fees, remuneration or other benefit in money or money's worth to any company of which a Council member may also be a member holding not more than 1/100th part of the issued capital of that company.
- (d) of reasonable and proper rent for premises demised or let by any Council member;
- (e) to any Council member of reasonable out-of-pocket expenses;
- (f) the payment of the premium for any indemnity insurance in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings).

6 The persons who shall be appointed to be the Regional Ministers of the Association (and as such are ex officio Council members) under the terms of Clause 18 of the Association's Articles of Association shall be entitled to be paid such remuneration and benefits in respect of their employment by the Association as the other Council members shall from time to time decide provided always that any such person shall withdraw from that part of the meeting at which his or her appointment dismissal remuneration or other terms are discussed or decided and shall not count towards the quorum for any such meeting.

7 The liability of the members is limited.

8 Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if it should be wound up while it is a member or within one year after it ceases to be a member, for payment of the Association's debts and liabilities contracted before it 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 Association 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 Association, but shall be given or transferred to the Baptist Union of Great Britain upon trust for some other Association 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 Association by clause 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable objects.

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

The master copy of this page was signed by:

The Revd Alan Stroulger of Garland Street Baptist Church, Bury St Edmunds
The Revd Norman Tharby of Romford Baptist Church

on 4 April 2001

as the appointed representative of the

Baptist Church

Dated:

Witness to the above Signature:

Name:

Address:

Occupation

as the appointed representative of the

Baptist Church

Dated:

Witness to the above Signature:

Name:

Address:

Occupation