

COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL
AND HAVING CHARITABLE STATUS

MEMORANDUM OF ASSOCIATION

of

Lutheran Church in Great Britain Limited

Name

- 1 The name of the company is Lutheran Church in Great Britain (“the Charity”). The Charity may, with the approval of the Charity Commission, change the name of the Charity.

Interpretation

- 2 In this Memorandum of Association, the following expressions have the following meanings:

“Bishop” means the person elected as Bishop of the Lutheran Church in Great Britain

“Dean” means the person elected as Dean of the Lutheran Church in Great Britain

“the Board” means the Board of Trustees

“the Chair” means the person appointed by the Trustees to preside at their meetings

“the Charity” means the Lutheran Church in Great Britain, the company intended to be regulated by this Memorandum of Association

“the Charity Commission” means the Charity Commission for England and Wales

“Member” means a member of the Charity; a Member may be an individual or a church or congregation or other organisation, incorporated or unincorporated

“the Statement of Faith” means the Statement of Faith approved by the Synod

“Synod” means the Synod of the Lutheran Church in Great Britain (which, for the avoidance of doubt, comprises ordained ministers approved by the Lutheran Church in Great Britain, persons duly elected by congregations of the Lutheran Church in Great Britain and other persons duly appointed as members of the Synod)

- 3 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 4 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, electronic communication, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.
- 5 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force on the date on which these Articles become binding on the Charity.
- 6 All words using the singular case shall include the plural and vice versa and all words denoting any gender shall include all genders.

Registered office

- 7 The registered office will be situated in England.

Objects

- 8 The Objects of the Charity are for the benefit of the public:
- 8.1 to promote and advance religion in accordance with the Statement of Faith in such ways to such people, without regard to their age, condition or religion, in the United Kingdom or the world, as the Trustees from time to time may think fit.
 - 8.2 to relieve suffering and hardship and to promote and preserve spiritual and physical good health and well-being by the provision of funds, goods or services of any kind including, but without limitation, the provision of counselling and support to such people and communities, without regard to their age, condition or religion, in the United Kingdom or the world as the Trustees from time to time may think fit.

Powers

- 9 In furtherance of these objects, but not otherwise, the Charity shall have the following powers:
- 9.1 to provide and maintain places of worship, retreat or quiet contemplation, libraries and reading rooms for the use of congregations or other groups, individuals and those involved with the Charity's management and administration or with the provision of the Charity's services
 - 9.2 to arrange and provide or cooperate with others in arranging and providing services, meetings, concerts and other musical events, classes, lectures, seminars, conferences, exhibitions and training courses
 - 9.3 to provide advice, support, education and guidance for groups and individuals on all matters connected with the Statement of Faith or its application or any other matter relevant to the Charity's Objects
 - 9.4 to cause to be written and to publish on paper or electronically journals, reports and other written material including, but without limitation, magazines, books, leaflets and periodicals and to participate in, contribute to and make sound broadcasts, television programmes, film shows and generally collect and disseminate information and ideas by any media whether now in use or developed in the future
 - 9.5 to foster, promote or carry out research into any aspect of the Charity's work and to disseminate and exchange the results of any such research
 - 9.6 to establish and run educational institutions
 - 9.7 to act as trustee of any other church, charity or trust which in the opinion of the Board furthers the aims and Objects of the Charity

- 9.8 to join, organise or participate in any formal or informal group which in the opinion of the Board furthers the aims and Objects of the Charity including, but without limitation, ecumenical committees, groups and organisations
- 9.9 to cooperate or enter into arrangements with other churches, charities, voluntary bodies, statutory authorities or other groups or organisations, international, national, local or otherwise, to exchange information or advice with them
- 9.10 to support, administer or establish, alone or jointly with others, other charities, churches, groups or bodies that, in the opinion of the Board, further the Objects of the Charity including, but without limitation, trading companies
- 9.11 to acquire, merge with or enter any partnership or joint venture arrangement with any other charity that, in the opinion of the Board, will further the Objects of the Charity
- 9.12 to raise funds, take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any purpose of the Charity
- 9.13 to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate or other property of any kind, to maintain and alter any of the same as is necessary for any of the Charity's Objects and, subject to compliance with the Charities Act 1993, to sell, lease or otherwise dispose of or mortgage any such real or personal estate
- 9.14 to borrow and raise money for the purposes of the Charity on such terms and (subject to the Charities Act 1993) on such security as may be thought fit
- 9.15 to erect, maintain, improve, let, alter or dispose of any buildings for the time being belonging to the Charity with a view to furthering its Objects
- 9.16 to make grants or loans of money and to give guarantees
- 9.17 to set aside funds for special purposes or as reserves against future expenditure
- 9.18 to deposit or invest funds and to delegate the management and custody of investments in accordance with the Trustee Act 2000
- 9.19 to insure the property of the Charity against any foreseeable risk and to take out other insurance policies that, in the opinion of the Board,

protect the Charity and to provide indemnity insurance to cover the liability of the Trustees (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 Charity, and the liability of the Trustees (or any of them) to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to any claim arising from any act or omission that the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach or trust or breach of duty or not; and provided also that such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity

- 9.20 to employ and remunerate any person or persons to advise on or supervise, organise or carry on the work of the Charity
- 9.21 to make such payments to a Trustee or Trustees as are permitted by Clauses 11 to 23
- 9.22 to enter into contracts to provide services to or on behalf of other bodies
- 9.23 to make such articles of association, rules, regulations and bye-laws as the Board considers from time to time are necessary to the efficient running of the Charity
- 9.24 to pay out of the funds of the Charity the costs of the formation and registration of the Charity both as a company and as a charity
- 9.25 to decide from time to time the Charity's mission, aims and activities and to decide priorities for action
- 9.26 to do all such other lawful things that the Board believes are conducive or incidental to the attainment of the Objects or any of them.

Application of income and property

- 10 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 11 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense subject to the restrictions in Clause 14.
- 12 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 138.

- 13 A Trustee may be paid out of, or be reimbursed from, the property of the Charity for reasonable expenses properly incurred when acting on behalf of the Charity.
- 14 None of the income or property of the Charity or any other charity, organisation or trading company or other body in which the Charity has a controlling interest may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Charity provided that nothing shall prevent any payment in good faith by the Charity:
 - 14.1 of reasonable and proper remuneration to a Member who is not also a Trustee for any goods supplied or services rendered to the Charity
 - 14.2 of reasonable and proper remuneration for services as a Bishop to a Trustee who has been appointed a Bishop of the Lutheran Church in Great Britain
 - 14.3 of reasonable and proper remuneration for services as Dean to a Trustee who has been appointed Dean of the Lutheran Church in Great Britain
 - 14.4 of reasonable and proper remuneration by the Charity to a Trustee for the supply of goods or services to the Charity provided that this does not result in a majority of the Trustees having received such a financial benefit from the Charity
 - 14.5 of any premium in respect of any indemnity insurance to cover the liability of Trustees (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 Charity provided that any such insurance shall not extend to any claim arising from any act or omission that the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach or trust or breach of duty or not; and provided also that such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity
 - 14.6 of interest on money lent to the Charity by any Trustee or by any member of the Synod at a rate per year not exceeding one per cent less than the Bank of England base rate or two per cent, whichever is the greater
 - 14.7 of reasonable and proper rent for premises demised or let to the Charity by any Trustee or by any member of the Synod
 - 14.8 subject to the Charity's power to pay a reasonable charge for work done by any firm, company or organisation whose assistance is reasonably required by the Charity for its proper administration

notwithstanding that a Trustee or Trustees of the Charity is a trustee or senior officer or employee of that firm, company or organisation, of fees, remuneration or other benefit in money or kind to a company of which a Trustee may be a member holding not more than a one per cent shareholding in that company.

- 15 This does not prevent a Trustee from buying goods or services from the Charity or any other charity or trading company or other body in which the Charity has a controlling interest on the same terms as other Members or members of the public or receiving a benefit from the Charity in the capacity of a beneficiary of the Charity on the same terms as other Members.
- 16 No Trustee may be paid or receive any other benefit for his or her services to the Charity in the capacity of a Trustee.
- 17 A Trustee may:
 - 17.1 sell goods, services or any interest in land to the Charity or
 - 17.2 be employed by or receive remuneration from the Charity or
 - 17.3 receive any other financial benefit from the Charityif:
 - 17.4 he or she is not prevented from so doing by Clause 16 and
 - 17.5 the benefit is permitted by Clauses 14 or 15 and
 - 17.6 the benefit is authorised by the Board in accordance with the conditions in Clause 18.
- 18 If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under Clauses 14 or 15, he or she must:
 - 18.1 declare his or her interest in the proposal and its nature and extent, and
 - 18.2 be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it, and
 - 18.3 not be counted in determining whether the meeting is quorate, and
 - 18.4 not vote on the proposal.
- 19 In cases covered by Clause 17, those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than someone who is not a Trustee and they must record the reason for their decision in the minutes of the meeting. In reaching that decision, the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of so doing,

taking particular account of any possible loss of the Trustee's services as a result of the Trustee's conflict of interest.

- 20 The Board may only authorise a transaction falling within Clause 17 if the Board comprises a majority of Trustees who have not received any such benefit.
- 21 If the Board fails to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity.
- 22 A Trustee must absent himself or herself from any discussions of the Board in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including, but not limited to, any personal financial interest) and take no part in the voting upon the matter except in respect of any indemnity insurance to cover the liability of Trustees.
- 23 In Clauses 11 to 22, all references to "the Charity" shall include any company in which the Charity holds more than 50% of the shares, or controls more than 50% of the voting rights attached to the shares, or has the right to appoint one or more directors to the Board of the company, and all references to "Trustee" or "Trustees" shall include any person, firm or company connected with the Trustee. For this purpose, a person is connected with a Trustee if that person is:
 - 23.1 a child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any other person living with the Trustee as his or her partner or
 - 23.2 a spouse or civil partner of any person falling within Clause 23.1.

Amalgamation

- 24 The Charity may by special resolution of the Members with the approval of the Synod transfer the assets and liabilities of the Charity to another charity established for exclusively charitable purposes within, the same as or similar to the Objects and having a similar Statement of Faith.
- 25 On such a transfer to another charity, the Trustees must ensure that all necessary steps are taken to transfer the Charity's land and other property and contracts, including contracts of employment and the transfer of pension rights.

Dissolution

- 26 The Charity may by special resolution of the Members decide that the Charity is to be dissolved. The Trustees will then be responsible for the orderly winding up of the Charity's affairs.

- 27 The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.
- 28 The Trustees must apply any remaining assets directly for the Objects, or by transfer to any church or churches or charity or charities for purposes the same as or similar to the Charity, or by transfer to any charity or charities for use for particular purposes that fall within the Objects, or in such other manner as the Charity Commission may approve in writing in advance.
- 29 The Synod may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and, if it is consistent with Clause 28, the Trustees must comply with the resolution.
- 30 In no circumstances shall the remaining property or assets of the Charity be paid to or distributed among the Members of the Charity except to a Member that is itself an appropriate church or charity.
- 31 The Trustees must notify the Charity Commission that the Charity has been dissolved as soon as possible after the dissolution and, if they are required to send accounts for the financial year ending prior to the dissolution to the Charity Commission, they must send the Charity Commission the Charity's final accounts.

Changes to the Memorandum of Association

- 32 Subject to the approval of the Charity Commission, this Memorandum of Association may be amended by special resolution of the Members of the Charity provided that:
 - 32.1 no amendment is valid if it would have the effect of making the Charity cease to be a charity at law
 - 32.2 no amendment may be made to the Objects if the change would not be within the reasonable contemplation of the Members of or the donors to the Charity
 - 32.3 a copy of the resolution making the amendment is sent to the Charity Commission within twenty one days of being passed.

Limitation of liability

- 33 The liability of members is limited.

Contribution to assets of the Charity

- 34 Every Member undertakes to contribute to the assets of the Charity in the event of the Charity being wound up while they are a member, or within one year after they cease to be a member, towards the payment of the debts and liabilities of the Board contracted before they cease to be a Member and of the

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costs, charges and expenses of winding up, and for the adjustment of rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1).

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

Signatures, names and addresses of subscribers

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Date

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Witness to the above signatures

Name

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Address

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Occupation

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