

**THE COMPANIES ACTS 1985 to 1989**

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

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**MEMORANDUM OF ASSOCIATION**

**of**

**ROSSLYN HILL UNITARIAN CHAPEL**

1. The name of the Company is "Rosslyn Hill Unitarian Chapel".
2. The registered office of the Company will be in England.
3. The objects for which the Company is established are to unite for the worship of God and to foster liberal religious living through study, service and fellowship.
4. The Company shall have power to do anything which is necessary or desirable to achieve its objects including (without limitation) the power to:
  - (A) To accept, take, and hold the property of the Chapel and any other property that may from time to time be conveyed, assigned or otherwise transferred to the Chapel.
  - (B) To accept, take and assume the liabilities of the Chapel and any other liabilities that may from time to time be incurred, suffered, assumed or otherwise accepted by or novated to the Chapel.
  - (C) To purchase, take on lease, exchange, hire, renew, subscribe for, or otherwise acquire, any estate or interest in any property and any rights and privileges for any purpose in connection with, or considered by the Board to be conducive or incidental to, the objects of the Company.
  - (D) To maintain, alter, repair, restore, manage or insure (in any amount and against any risk) any property held by the Company; and to provide the same with all necessary fixtures, furniture, fittings, apparatus and appliances.
  - (E) To further all or any of the objects of the Company directly or indirectly through subsidiary undertakings and to establish or promote or participate in establishing or promoting, any subsidiary undertaking, company, fund, limited

liability partnership or trust and to subscribe for purchase or otherwise acquire or hold securities of (or interests in) any company fund, limited liability partnership or trust, in each case whether or not such subsidiary undertaking, company, fund, limited liability partnership or trust has or promotes or carries on activities falling within the objects of the Company or objects similar to them.

- (F) To grant licences, easements, options and other rights over, or to sell, lease or in any other manner deal with or dispose of all or any part of or any right or interest in, the undertaking, property, rights and effects held by the Company, upon such terms (including the giving of warranties, indemnities, guarantees or undertakings) as the Board may think fit.
- (G) To develop and turn to account any land in which the Company is interested or acquires and, in particular by preparing it for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving the land.
- (H) To invest all or any part of the capital or income held by the Company not immediately required for the objects of the Company and to sell, realise and deal in any such investments as may be permitted by law.
- (I) To receive money on deposit or loan (with or without allowance of interest) and, subject to any consents that may be required, to borrow or otherwise raise money whether with or without security; to secure the payment by the Company or any other person of money by mortgage, charge, pledge or lien or in any other manner, either with or without the Company receiving any consideration or advantage; to mortgage, charge, pledge or otherwise grant security over all or any of the property held by the Company; and to give warranties, indemnities, guarantees or undertakings in support of any obligation of the Company or any other person in connection with any of the objects of the Company.
- (J) To advance and lend money with or without security and to guarantee the performance of the contracts or obligations of any person; and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Company or in connection with any agreement or arrangement whatsoever, whether or not the Company is a party to the same.

- (K) To provide by way of grant, donation, gift or otherwise (and whether or not for valuable consideration, money or money's worth), goods, services or other assistance or support to any person in connection with any of the objects of the Company.
- (L) Subscribe to become a member of or amalgamate or co-operate with any other non-profit making organisation whose objects are similar to the Company's and whose constitution prohibits the distribution of its income and property amongst its members and to acquire and/or undertake all or any of such property assets liabilities and engagements.
- (M) To receive and apply money and other property from persons desiring to promote the objects of the Company on such terms as shall be thought desirable by the Board; and to hold funds in trust for the same.
- (N) To institute, conduct, defend, or compromise legal proceedings by and against the Company, or its respective officers or employees as such.
- (O) To do and authorise to be done all acts, deeds, or assurances that may be necessary to register the Company or any interest of the Company in any property in any place as may in the opinion of the Board be necessary or desirable.
- (P) To employ any person as an employee of the Company; to grant pensions, other benefits and gratuities to, and provide for the welfare of, any persons who are or at any time have been employees of the Company but who have not been or are not members of the Board, and the families, relations, connections or dependants of any such persons; to establish or support funds and bodies that may be considered likely to benefit any such persons or otherwise advance the interests of the Company; and to institute or contribute to pension schemes and to act as a trustee of such schemes.
- (Q) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, securities and other negotiable or transferable instruments.
- (R) To the extent permitted by law, to indemnify, or purchase and maintain insurance for or for the benefit of any person who is or was at any time an officer or employee of the Company or any other body under the control of the Company, against any liability incurred by such person in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.
- (S) To do all such other lawful things as the Board may think incidental or conducive to any of the above objects.

In this Memorandum:

**"Board"** means the Board of Directors of the Company;

**"Chapel"** means the charitable trust constituted by an indenture dated 25 July 1862 executed by Edmund Kell Blyth (1) and Russell Scott and others (2), as varied by a supplemental deed dated 8 December 1996 executed by David Taggart;

**"Director"** means a member for the time being of the Board;

**"Member"** means those persons who are, for the time being, the members of the Company.

5. The income and property of the Company, whenever derived, shall be applied solely towards the promotion of the objects of the Company as set out in this Memorandum of Association, and no portion it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.

Provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Company;

- (a) of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of that Member, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which their appointment or remuneration, or that of their partner is under discussion;
  - (b) of reasonable and proper remuneration to any Member, officer or servant of the Company not being a Director for any services rendered to the Company;
  - (c) of interest on money lent by any Member of the Company or any Director at a reasonable and proper rate per annum to be determined by the Directors;
  - (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 director of reasonable and proper out-of-pocket expenses; and
  - (f) of any premium in respect of any insurance or indemnity to cover the liability of the officers of the Company (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 duty or breach of trust of which they may be guilty in relation to the Company, provided that any such insurance or indemnity should not extend to any claim arising from fraud, wrongdoing or wilful neglect or default on the part of the officers of the Company (or any of them).
6. If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Company, but shall be given or transferred to (or at the written direction of) The British and Foreign Unitarian Association (Incorporated) or any successor body to be used for purposes similar to the objects of this Company.

7. The liability of members is limited.
8. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company 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 debts and liabilities of the Company 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 amongst themselves.

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Name(s) and Address(es) of Subscriber(s)

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William Joseph Hopper

9A Flask Walk, London NW3 1HJ

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Dated

2006

Witness to the signature(s) of the subscriber(s)

Name:

Address:

Occupation: