

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

CATHOLIC CARING SERVICES
(Diocese of Lancaster) LTD

1. NAME

The name of the Charitable Company is Catholic Caring Services (Diocese of Lancaster Ltd. (and in this document it is called "the Charity")

2. REGISTERED OFFICE

The registered office of the Charity will be situated in England.

3. OBJECTS

The object for which the Charity is formed is:

To further the general charitable works of the Roman Catholic Church both in the Diocese of Lancaster and elsewhere in the United Kingdom in particular, but not exclusively, by providing services and facilities for the relief of poverty and suffering, the advancement of education, the promotion of social justice, and other charitable acts which promote the development of individuals and communities, for the benefit of people of all faiths and none. To this end the Charity's activities will be directed to children and young people without families able to care for them, children and young people in trouble or at risk, people with disabilities, and individuals, families, communities, and groups who are in need.

4. POWERS

The Charity shall have the following powers which can only be exercised in furtherance of its objects:

- 4.1. to provide a comprehensive family placement service to meet the physical, social, emotional, and spiritual needs of children and young people in need;
- 4.2. to carry out the functions of an Adoption Agency under the Adoption Act 1976 and the Adoption Agency Regulations 1983 or any other amending or subsequent legislation and seek to establish good standards of practice among other agencies and organisations concerned with arranging adoptions and family placements;
- 4.3. to establish, acquire, conduct and maintain or assist in conducting and maintaining residential establishments for the care, welfare, upbringing and training of children, young people and adults in need;
- 4.4. to provide, equip and operate day care, outreach and supported living services for such persons;
- 4.5. to provide services for people who have sensory disabilities;
- 4.6. to advocate on behalf of those individuals whose voice is not or cannot be heard;
- 4.7. to develop other advice, support and direct services for such persons as needs emerge;
- 4.8. to bring together using any medium, those Roman Catholic and other voluntary organisations which are concerned with the spiritual well-being of people and issues concerning poverty, social justice and care of people in need;
- 4.9. to act as a source of information and advice and express and put forward opinions on any matters affecting the care and well-being of such persons and to promote and facilitate the exchange of views and ideas with other religious and social welfare organisations, Local and Central Government Departments, universities and colleges of further education, and the Conference of Bishops of the Roman Catholic Church in England and Wales;
- 4.10. to arrange public meetings, conferences, lectures, seminars, and other training events to consider and promote awareness of social welfare matters
- 4.11. to supply advice, guidance and training to those engaged in carrying out the objects of the Charity;
- 4.12. to carry out or commission research, publish, collect and distribute information, to write create and/or publish text or material using any available medium;

- 4.13. to reflect the experience, perceptions and comments on social policy of practitioners in the Church to those who help to make and shape policy primarily in England and Wales;
- 4.14. to employ and remunerate such staff, agents or consultants as are necessary for carrying out the work of the Charity including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions of that clause;
- 4.15. to train by all appropriate means those concerned in the welfare and care of such persons;
- 4.16. to develop those specific services for particular groups of children, young persons, and adults who may at a given time be of especial need;
- 4.17. to draw, accept, factor or discount cheques and negotiable or other instruments, and to operate bank or other accounts in the name of the Charity;
- 4.18. to charge individuals, groups and organisations a fee for services;
- 4.19. to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed;
- 4.20. to seek and receive donations or gifts for the Charity by personal or written appeals, public events and other ways, and to solicit and accept subscriptions and donations (whether of real or personal property) and devices and bequests for any of the charitable purposes of the Charity ;
- 4.21. subject to such consents and in accordance with statutory regulations to:
 - 4.21.1 cooperate with other charities, voluntary bodies, and statutory bodies operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - 4.21.2 establish and support or aid in the establishment and support of any charitable trusts, associations or institutions formed for any charitable purposes included in the Objects;
 - 4.21.3 subscribe to any other charitable organisation, institution, society, or not for profit organisation

whose objects are in whole or in part similar to those of the Charity;

- 4.21.4 acquire, merge with or to enter into partnership or joint venture arrangements with any other charity formed for any of the Objects;
- 4.22. to set aside income as a reserve against future expenditure in accordance with the Charity's written reserves policy;
- 4.23. to insure and arrange insurance cover to indemnify the Charity's officers, voluntary workers and members from and against all such risks as it shall think fit and to the extent permitted by law;
- 4.24. 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;
- 4.25 to provide indemnity insurance to cover the liability of the trustee directors 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, or in respect of any allegation of criminal conduct and including the costs of preparing their case, provided that:
 - 4.25.1 any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not; and
 - 4.25.2 any such insurance shall not extend to the cost of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Charity, save in respect of the costs of the defence thereof.
- 4.26 to undertake all of these powers either alone or in conjunction with other charitable organisations with which the Charity is authorised to amalgamate;
- 4.27 to do all other lawful things as shall further any or all of the above objects.

5. RESTRICTIONS ON DISTRIBUTIONS

The income and property of the Charity shall be applied towards the promotion of the Objects of the Charity. No part shall be paid or transferred directly or indirectly to the members of the Charity and no director shall be appointed to any office of the Charity paid by salary or fees or receive any payment or other financial benefit from the Charity. Provided that nothing in this document shall prevent any payment in good faith by the Charity:

- 5.1 of reasonable and proper payment for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Director;
- 5.2 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 director, when instructed by the Charity to act in a professional capacity on its behalf provided that:
 - 5.2.1. only one third of the directors shall benefit from this provision; and
 - 5.2.2. a director shall withdraw from any meeting at which that director's appointment or payment, or that of any partner of that director, is being discussed.
- 5.3 of interest on money lent by any member of the Charity or Director 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 Directors;
- 5.4 of money or money's worth to a Charity of which a Director is a member, but not if that Director owns more than one hundredth of the issued capital of that Charity
- 5.5 of reasonable and proper rent for premises demised or let to the Charity by any member
- 5.6 of reasonable out-of-pocket expenses to any Director
- 5.7 (if the Directors properly consider it is reasonable and appropriate) of any insurance premium to cover the liability of any of the directors for any negligence, default, breach of duty or breach of trust in relation to the Charity provided that the insurance shall not extend to any claim arising from any act or omission which any of the directors knew or should reasonably have known was a breach of trust or which was done by any director recklessly;
- 5.8 of a gift of money or services to a charity or voluntary organisation of which a Director is an employee or Director.

6. LIMITATION OF LIABILITY

The liability of the members is limited.

7. GUARANTEE

If the Charity is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount as may be required (not exceeding £10) for

- 7.1. payment of the debts and liabilities of the Charity contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up, and
- 7.2. the adjustment among themselves of the rights of those contributing to the debts and liabilities.

8. WINDING UP

8.1 Should the members of the Charity resolve at any time that the Charity should be dissolved any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, will be applied or transferred in any of the following ways:

- 8.1.1 directly for the Objects; or
- 8.1.2. by transfer to any charity or charities for purposes similar to the Objects; or
- 8.1.3 to any charity for use for particular purposes that fall within the Objects;

8.2 subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before, or in expectation of, its dissolving resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, will be applied or transferred in any of the following ways:

- 8.2.1. directly for the Objects; or
- 8.2.2. by transfer to any charity or charities for purposes similar to the Objects; or
- 8.2.3. to any charity for use for particular purposes that fall within the Objects;

8.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member

that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

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

Signatures, Names and Addresses of Subscribers

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation: