



**MEMORANDUM OF ASSOCIATION**

**OF**

**BEDFORDSHIRE RURAL COMMUNITIES**

**CHARITY**

**First adopted 29<sup>th</sup> November 1996**  
**Revised by special resolution at AGM 15<sup>th</sup> October 2015**

1. The Charity's name is "Bedfordshire Rural Communities Charity" (and in the 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:
  - 3.1 To promote any charitable purposes for the benefit of the community primarily in the historic County of Bedfordshire (in this document called "the area of benefit"), and in particular, the advancement of education, the protection of health and the relief of poverty, distress and sickness
  - 3.2 In furtherance of that purpose, but not otherwise, to promote and organise co-operation in the achievement of the same and to that end bring together representatives of the voluntary organisations and statutory authorities within the area of benefit
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - 4.1 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;

- 4.2 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;
- 4.3 To acquire, alter, improve, and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 4.4 Subject to clause 5.5 below to employ such staff, who shall not be Directors of the Charity (who are referred to in this document as "the trustees"), 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;
- 4.5 To enter into contracts of insurance howsoever in respect of any matter in which the Charity has an insurable interest and in particular in connection with any real or personal property in which the company shall have an interest, or with any acts or omissions done by persons employed by the Charity, including indemnity insurance in respect of any fraudulent, negligent and other unlawful acts by such persons;
- 4.6 To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.7 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;
- 4.8 To collect and disseminate information on all matters affecting the purposes of the Charity and establish, print, publish, issue and circulate such papers, journals, magazines, books, periodicals and publications as shall be necessary to attain the Objects or are in any way beneficial to the work of the Charity;
- 4.9 To provide or assist in the provision of exhibitions, meetings, lectures and classes;
- 4.10 To promote, encourage and undertake experimental work
- 4.11 To pay out of the funds of the Charity the cost of any premium of insurance or indemnity 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 or wrongful omission, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or default on the part of the trustees (or any of them);
- 4.12 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;
- 4.13 To do all such other lawful things as are incidental or conducive to the achievement of the Objects or any of them

5. 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 trustees 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 that nothing in this document shall prevent any payment in good faith by the Charity:

5.1 of the usual professional charges for business done by any trustees who is a solicitor, accountant, or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her remuneration, or that of his or her partner, is under discussion;

5.2 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;

5.3 of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per year not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the trustees;

5.4 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 one-hundredth part of the issued capital of that company;

5.5 of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee

5.6 to any trustee of reasonable out-of-pocket expenses

6. The liability of the members is limited

7. 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, 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 between themselves.

8. 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