

*I certify that this is a true copy  
of the original*

SIGNED

ASHLEY S. SIVER, SOLICITOR

HEAD OF LEGAL AFFAIRS/COMPANY SECRETARY

*13th Dec 2006.*

**THE COMPANIES ACT 1985**

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

**Memorandum of Association**

**of**

**THE LEONARD CHESHIRE FOUNDATION**

(as amended by Special Resolution passed on 13<sup>th</sup> December 2006 pursuant  
to prior written consent of the Charity Commission given on 27<sup>th</sup> October  
2006)

1. The name of the Company (hereinafter called "Leonard Cheshire") is  
"THE LEONARD CHESHIRE FOUNDATION".
2. The registered office of Leonard Cheshire will be in England and  
Wales.
3. Leonard Cheshire's objects are to relieve the consequences of physical  
and/or mental disability by the provision, in the United Kingdom and  
overseas, of accommodation, services and support for the spiritual,  
social, physical and/or mental wellbeing of disabled people, by such  
means as are charitable, whatever their race, nationality, creed, sex or  
age.
4. In furtherance of its objects Leonard Cheshire may exercise the  
following powers:
  - A. To provide, either alone or in conjunction with statutory or non-statutory  
bodies, services to disabled people, including the power to make  
available to disabled people funds donated to Leonard Cheshire for the  
purchase by disabled people of equipment or other assistance.
  - B. To promote, conduct and engage in research and development work  
intended to be of benefit to disabled people.
  - C. To promote, organise, arrange and participate in conferences and  
meetings on subjects relevant to disabled people, and to co-operate

with other charities, voluntary bodies and statutory authorities operating in the furtherance of Leonard Cheshire's objects or similar charitable purposes and to exchange information and advice with them.

- D. To establish or join with other organisations in establishing resource and information centres at which disabled people and other members of the community may learn more about the opportunities available to disabled people.
- E. To enter into agreements pursuant to which Leonard Cheshire may provide services to or for the benefit of disabled people, including the power for Leonard Cheshire to charge for the provision of such services.
- F. To employ such staff as are necessary for the proper pursuit of Leonard Cheshire's objects.
- G. To promote the interests of disabled people, whether alone or through collaborative ventures with other bodies, including the power for Leonard Cheshire to make representations to central and local government on issues of concern to disabled people.
- H. To purchase, take on lease or in exchange, hire, rent or otherwise acquire any real or personal property and any rights or privileges which Leonard Cheshire may consider necessary or appropriate for the promotion of its objects and to construct, maintain and alter any building or construction as may be necessary or convenient for the work of Leonard Cheshire, and to enter into authorised guarantee agreements (as defined by the Landlord and Tenant (Covenants) Act 1995).
- I. To sell, let, mortgage, charge, dispose of or turn to account all or any of the property or assets of Leonard Cheshire as may be thought expedient with a view to the promotion of its objects, subject always to such consents as may be required by law.
- J. To establish, support, acquire or merge with any charitable trusts, associations or institutions formed for any of Leonard Cheshire's objects.
- K. To borrow or raise money, to be applied by Leonard Cheshire for its purposes, on such terms and on such security as Leonard Cheshire may think fit, including where required by any lender the power for Leonard Cheshire to give indemnities in favour of such lender as security for any borrowing.
- L. (i) To deposit or invest Leonard Cheshire's funds in any manner permitted by law, having regard to the suitability of investments and the need for diversification.

- (ii) To delegate the management of Leonard Cheshire's investments to a financial expert, but only on terms that:
    - (a) the investment policy is set down in writing for the financial expert by the Trustees.
    - (b) the performance of the investments is reviewed regularly with the Trustees.
    - (c) the investment policy and the delegation arrangement are reviewed at least once a year.
    - (d) all payments due to the financial expert are on a scale or at a level which is agreed in advance.
    - (e) the financial expert must not do anything outside the powers of the Trustees.
  - (iii) To arrange where appropriate for investments or other property of Leonard Cheshire to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- M. To aid in the establishment and support of any charitable associations or institutions in the United Kingdom and overseas and in that connection to subscribe and guarantee money for charitable purposes likely to further the objects of Leonard Cheshire.
- N. To establish subsidiary companies to assist or act as agents for Leonard Cheshire.
- O. (1) To provide indemnity insurance to cover the liability of the Trustees:
- (a) 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 Leonard Cheshire;
  - (b) to make contributions to the assets of Leonard Cheshire in accordance with the provisions of Section 214 of the Insolvency Act 1986
- (2) Any such insurance in the case of (1)(a) shall not extend to:
- (a) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of Leonard Cheshire, or which the Trustees did not care whether it was in the best interests of Leonard Cheshire or not;

- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
  - (c) any liability to pay a fine.
- (2) Any insurance in the case of (1)(b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of Leonard Cheshire (or reckless failure to acquire that knowledge) that there was no reasonable prospect that Leonard Cheshire would avoid going into insolvent liquidation.
- P. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- 5.1 The property and funds of Leonard Cheshire must be used only for promoting its objects and do not belong to the members of Leonard Cheshire but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with Leonard Cheshire and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to Leonard Cheshire
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to Leonard Cheshire
  - 5.1.4 members (including Trustees) who are also beneficiaries may use Leonard Cheshire's services provided that Trustees who are also service users must never gain, or appear to gain, preferential treatment, and that not more than one half of the Trustees at any one time shall be service users, and such Trustees shall be subject also to clause 5.4 below.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether direct or indirect) from Leonard Cheshire except
  - 5.2.1 as mentioned in clauses 40, 5.1.2 and 5.1.3 above or 5.3 below
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses actually incurred in acting as a Trustee of Leonard Cheshire.
  - 5.2.3 any Trustee may receive an indemnity from Leonard Cheshire against any liability incurred by him or her in that capacity to the extent permitted by Section 309A of the Companies Act 1985 and may benefit from any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 Leonard Cheshire: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of Leonard Cheshire, or where the Trustees did not care whether such conduct was in the best interests of Leonard Cheshire or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

5.2.4 in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance)

5.3 Any Trustee (or any firm or company of which a Trustee is a partner, member or director) may enter into a contract with Leonard Cheshire to supply goods or services in return for a payment or other material benefit but only if:

5.3.1 the goods or services are actually required by Leonard Cheshire;

5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4 below; and

5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest when or before discussion begins on the matter;

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

5.4.3 not be counted in the quorum for that part of the meeting; and

5.4.4 withdraw during the vote and have no vote on the matter.

5.5 No part of clause 5 may be amended without the prior written consent of the Charity Commission.

6. The liability of the members is limited.

7. Every member of Leonard Cheshire undertakes to contribute to the assets of Leonard Cheshire, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of Leonard Cheshire contracted before he 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, such amount as may be required not exceeding £1.00.
8. If Leonard Cheshire is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 8.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to Leonard Cheshire's objects
  - 8.2 directly for Leonard Cheshire's objects or charitable purposes within or similar to such objects
  - 8.3 in such other manner consistent with charitable status as the Charity Commission approve in writing in advance

And the Trustees shall submit a final report and statement of account to the Charity Commission.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
G. L. CHESHIRE,	7, Pitts Head Mews, London, W.1. Group Captain, Retired.
G.C. CHESHIRE,	Laundry Cottage, Empshott, Hant. Barrister-at-Law.
A. T. DENNING,	Fair Urn, Cuckfield, Sussex. Lord Justice of Appeal.
CLEMENTINA GWENDOLEN CATHERINE ST. LEVAN,	St Michaels Mount, Marazion, Cornwall.
CHERRY MORRIS	The National Hospital, Queen Square, London, W.C.1. Almoner.
A. JAMIESON	, 18, Crosby Square, London, E.C.2. Knight.
ROBERT REX EDGAR,	Newton Valence Place, Alton, Hants. Company Director.

DATED this 28th day of June 1955.

WITNESS to the above Signatures:-

J. B. WILDING,  
4 Quex Rd., N.W.6  
Solicitor.