

Company Number:

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not having a Share Capital

**Memorandum
and
Articles of Association
of
Chartered Accountants' Benevolent Association**

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Memorandum of Association

of

Chartered Accountants' Benevolent Association

Name

1. The name of the company is Chartered Accountants' Benevolent Association. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered Office

2. The registered office of the Charity is situated in England.

Beneficiaries, Objects and Trustees' Discretion

- 3.1 The Charity's beneficiaries shall be:

- 3.1.1 members and former members of the Institute of Chartered Accountants in England and Wales ("the Institute"), the Society of Incorporated Accountants ("the Society") and any other professional body of accountants;

- 3.1.2 the dependants of such members and former members; and

- 3.1.3 the current and former employees of the Institute, the Society, any other professional body of accountants, the Charity and the dependants of such employees;

- 3.1.4 the individuals specified in clause 3.3.3.

- 3.2 The Charity's objects are:

- 3.2.1 the relief of poverty and sickness and the preservation of good health of the beneficiaries;

- 3.2.2 such other purposes as are charitable under the laws of England and Wales for the benefit of the beneficiaries.
- 3.3 In this clause 3:
- 3.3.1 “beneficiaries” means individuals within any class of beneficiaries described in clause 3.1;
- 3.3.2 “dependant” means spouse, widow, widower and child and any person who is or was dependent on a member or former member of the Institute, the Society, any other professional body of accountants or on a current or former employee of the Institute, the Society, any other professional body of accountants or a current or former employee of the Charity; and
- 3.3.3 “member” includes an individual without full membership who is or was registered as studying for examinations with the expectation of becoming a full member of the Institute, the Society or of another professional body of accountants and who is or was registered with such body for that purpose and, for the avoidance of doubt, includes individuals who have been articled as clerks to members of the Institute or the Society or who have been registered students of the Institute or the Society; and
- 3.3.4 “professional body of accountants” means the Institute, the Society, any professional body of accountants that succeeds to the functions of the Institute and any other professional body of accountants that transfers its functions to the Institute.
- 3.4 The Trustees may in their absolute discretion prefer beneficiaries who are connected with either the Society or the Institute or any other professional body of accountants and shall, in the exercise of such discretion, not be subject to any challenge provided that such discretion shall be periodically reviewed.

Powers

4. To further its objects the Charity may:
- 4.1 provide and assist in the provision of money, materials or other help;
- 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 4.7 acquire any real or personal property and any rights or privileges and construct maintain, alter and equip any buildings;
- 4.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.9 subject to any consent required by law borrow or raise and secure the payment of money;
- 4.10 invest the Charity's money not immediately required for its objects in any investments;
- 4.11 delegate the management of investments to a financial expert provided that the financial expert is an authorised person within the meaning of the Financial Services and Markets Act 2000 (as that Act may be amended, re-enacted or consolidated); or
 - 4.11.1 a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001 (as that Order may be amended, remade, enacted or consolidated);
 - 4.11.2 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.11.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.11.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.11.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.11.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees;
 - 4.11.7 the financial expert may not do anything outside the powers of the

Trustees;

- 4.12 arrange for investments or other property of the Charity 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 a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.15 subject to clause 4.16 raise funds by way of subscription, donation or otherwise;
- 4.16 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits or losses;
- 4.17 incorporate subsidiary companies and other legal entities to carry on any activity;
- 4.18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.19 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.20 undertake and execute charitable trusts;
- 4.21 amalgamate or co-operate with any charity having charitable objects wholly or in part similar to those of the Charity;
- 4.22 acquire or undertake respectively all or any of the property, liabilities and engagements of charities with which the Charity may co-operate or federate;
- 4.23 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.24 provide 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 the company: Provided that any such insurance shall not

extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard as to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity; and

4.25 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

5. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

5.1 any payments made to any beneficiary of the Charity (including a member/Trustee);

5.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Charity;

5.3 interest on money lent by any person at a reasonable and proper rate;

5.4 any reasonable and proper rent for premises let by any person;

5.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital;

5.6 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that the procedure described in Article 39 of the Articles (conflicts of interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and this provision may not apply to more than half of the Trustees in any financial year;

5.7 reasonable and proper out-of-pocket expenses of Trustees;

5.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;

Limited liability

6. The liability of the members is limited.

Contributions of Members

7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up;
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signatures, Names and Addresses of Subscribers
