

**Company No: 3870343**

**Charity No: 1084030**

**THE COMPANIES ACT 1985 AND 1989**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**YMDDIRIEDOLAETH ADDOLDAI CYMRU**

**WELSH RELIGIOUS BUILDINGS TRUST**

**Incorporated On**

**2 November 1999**

Last amended on 18 December 2006

**COMPANIES ACTS 1985 & 1989**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**YMDDIRIEDOLAETH ADDOLDAI CYMRU**  
**WELSH RELIGIOUS BUILDINGS TRUST**

**1. NAME**

The Name of the Company is Ymddiriedolaeth Addoldai Cymru Welsh Religious Buildings Trust (“the Trust”)

**2. REGISTERED OFFICE**

The registered office of the Trust is to be in Wales

**3. OBJECTS**

The Objects of the Trust are :

3.1 The promotion and advancement of the religious and associated heritage of Wales, or that which is associated with Wales, for the benefit and education of the people of Wales and the public generally, and in particular but without limitation to the generality of the foregoing :

3.1.1 to secure the conservation, repair and maintenance of chapels, churches, meeting houses or other religious buildings and their associated buildings and environments situated in Wales, other than those consecrated to the use of the Church in Wales, together with

their contents, burial grounds and curtilages, where the buildings are of religious interest, or of particular beauty or historical, architectural or constructional interest

3.1.2 to promote and encourage the preservation and appreciation of chapels, churches, meeting houses or other religious buildings, other than those consecrated to the use of the Church in Wales, together with their associated buildings, environments, contents, burial grounds and curtilages where such buildings are of religious interest or of particular beauty or historical, architectural or constructional interest, primarily situated in Wales, or that are associated with Wales, whether the buildings are being used for their original purpose or not, and to advise on their conservation

#### **4. POWERS**

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research into any aspect of the objects of the Trust and its work and to disseminate the results of any such research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To hold exhibitions meetings lectures and classes either alone or with others
- 4.5 To co-operate with other bodies
- 4.6 To support, administer or set up other charities
- 4.7 To provide evidence for government and other enquiries
- 4.8 To appoint and constitute such advisory committees as the Trustees may think fit
- 4.9 To raise funds (but not by means of taxable trading)

- 4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To acquire or hire property of any kind whether from (but without limitation) a charitable or non-charitable body, association or individual
- 4.12 To enter into and carry out contracts
- 4.13 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993) and such letting or disposal may be subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the conservation of any buildings or land
- 4.14 To repair, renovate, restore, conserve, rebuild, add to or alter and generally promote the conservation of any buildings or land
- 4.15 To buy or otherwise acquire furniture and other equipment for use in connection with any such buildings or land and to sell, lease or otherwise dispose of any such furniture or equipment
- 4.16 To make applications for statutory consents including planning permission, listed building consent, building regulations by-laws and other like applications
- 4.17 To make such arrangements as are necessary to enable the public to view and enjoy any buildings or land (whether free or at a charge)
- 4.18 To make grants or loans of money and to give guarantees
- 4.19 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 Trust
- 4.20 To set aside funds for special purposes or as reserves against future expenditure
- 4.21 To deposit or invest funds in any manner ( but to invest only after obtaining advice from a suitably qualified financial expert and having regard to the

suitability of investments and the need for diversification)

4.22 To delegate the management of investments to a suitably qualified financial expert, but only on terms that:

4.22.1 the investment policy is set down in writing for the financial expert by the Trustees

4.22.2 every transaction is reported promptly to the Trustees

4.22.3 the performance of the investments is reviewed regularly with the Trustees

4.22.4 the Trustees are entitled to cancel the delegation arrangement at any time

4.22.5 the investment policy and the delegation arrangement are reviewed at least once a year

4.22.6 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 on receipt

4.22.7 the financial expert must not do anything outside the power of the Trustees

4.23 To arrange for investments or other property of the Trust to be held in the name of a nominee (being a corporate body registered or firm having an established place of business in England and Wales) under the control of the Trustees or acting under their instruction and to pay any reasonable fee required

4.24 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required

4.25 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is

alleged to be a breach of trust or breach of duty unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty

4.26 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers

4.27 To enter into contracts to provide services to, or on behalf of, other bodies

4.28 To establish subsidiary companies to assist or act as agents for the Trust

4.29 To pay the costs of forming the Trust

4.30 To do anything else within the law which promotes or helps to promote the Objects

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

5.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the members of the Trust but

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Trust 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 the Trust

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Trust

5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except

5.2.1 as mentioned in clauses 4.25, 5.1.2, 5.1.3, 5.3.

5.2.2 reimbursement of reasonable out of pocket expenses (including

- hotel and travel costs) actually incurred in running the Trust
- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which the Trustee has no more than 1 per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Trust 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 the Trust
  - 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 procedure in clause 5.4
  - 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 at 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
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## **6. LIMITED LIABILITY**

The liability of members is limited

## **7. GUARANTEE**

Every member promises if the Trust is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Trust while the contributor was a member

## **8. DISSOLUTION**

8.1 If the Trust 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:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## **9. INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

9.3 In any matter of interpretation of this Memorandum the English language version shall prevail over the Welsh language version



We wish to be formed into a company under this Memorandum of Association

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NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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Date:

Witness to the above signatures

Name:

Address:

Occupation:

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**COMPANIES ACTS 1985 & 1989**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**  
**OF**  
**YMDDIRIEDOLAETH ADDOLDAI CYMRU**  
**WELSH RELIGIOUS BUILDINGS TRUST**

**1. GENERAL**

The company is established for the purposes expressed in the Memorandum of Association

**2. MEMBERSHIP**

2.1 The number of members with which the Trust proposes to be registered is not less than three and not more than eleven but the Board of Trustees may from time to time register an increase of members

2.2 The Trust must maintain a register of members

2.3 The subscribers to the Memorandum of Association and other such persons or organisations as the Board of Trustees shall admit to membership in accordance with the Articles shall be members of the Trust

2.4 The membership of the Trust shall be individuals or organisations interested in promoting the Objects who

2.4.1 are invited and approved by the Trustees

- 2.4.2 apply to the Trust in the form required by the Trustees
- 2.4.3 sign the register of members or consent in writing to become a member either personally, or in the case of a member organisation, through an authorised representative
- 2.5 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions, if any
- 2.6 Membership is terminated if the member concerned
  - 2.6.1 gives written notice of resignation to the Trust
  - 2.6.2 dies or in the case of an organisation ceases to exist
  - 2.6.3 is six months in arrears in paying the relevant subscription (if any), but in such a case the member may be reinstated on payment of the amount dueor
  - 2.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 2.7 Membership of the Trust is not transferable

### **3. GENERAL MEETINGS**

- 3.1 Members are entitled to attend general meetings either personally or in the case of a member organisation, by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

- 3.2 There is a quorum at a general meeting if the number of voting members or voting authorised representatives personally present is at least three or one third of the voting members, whichever is the greater
- 3.3 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 3.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 3.5 Except for the chair of the meeting, who has a second or casting vote, every voting member present in person or through an authorised representative has one vote on each issue
- 3.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting ( and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 3.7 The Trust must hold an Annual General Meeting in every year which all voting members are entitled to attend. The first Annual General Meeting may be held within 18 months after the Trust's incorporation
- 3.8 At an Annual General Meeting the members:
  - 3.8.1 receive the accounts of the Trust for the previous financial year
  - 3.8.2 receive the Trustees report on the Trust's activities since the previous Annual General Meeting
  - 3.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 3.8.4 elect persons to be Trustees to fill the vacancies arising
  - 3.8.5 appoint auditors for the Trust
  - 3.8.6 may confer on any individual (with his or her consent) the honorary

title of Patron President or Vice-President of the Trust or other such honorary title as the Trustees may determine from time to time

3.8.7 discuss and determine any issues of policy or deal with any other business put before them

3.9 Any general meeting which is not an Annual General Meeting is an Extraordinary General Meeting

3.10 An Extraordinary General Meeting may be called at any time by the Board of Trustees and must be called within 28 days on a written request from at least three or one third of the voting members if greater

#### **4. TRUSTEES**

4.1 The Board of Trustees as charity trustees have control of the Trust and its property and funds

4.2 The Board of Trustees when complete consists of at least three and not more than fifteen individuals, all of whom must be members

4.3 The subscribers to the Memorandum are the first Trustees of the Trust

4.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Trust before he or she is eligible to vote at any meeting of the Trustees

4.5 At the third Annual General Meeting, and at each Annual General Meeting to be held in every subsequent year, one third (or a number nearest one third) of the members of the Board of Trustees must retire from office, those longest in office since their last appointment or re-appointment retiring first and the choice between any of equal service being made by drawing lots unless they otherwise agree among themselves

4.6 A retiring member of the Board of Trustees shall be eligible for re-election for one additional consecutive term of office. A member of the Board of Trustees retiring after a second consecutive term of office may be re-

elected or co-opted as a Trustee before the next Annual General Meeting after so retiring

- 4.7 On retirement the members of the Board of Trustees cease to be members of the Trust (unless they are re-elected) and their names must be removed from the membership register at the end of the general meeting at which they retire (unless they are also a member of the Trust by virtue of clause 2.4)
- 4.8 The Trust may from time to time by ordinary resolution increase or reduce the number of Board of Trustees, and may also determine in what rotation the increased or reduced number is to leave office, and when a Trustee is to be eligible for re-election or co-option
- 4.9 A Trustee's term of office automatically terminates if he or she:
  - 4.9.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 4.9.2 is incapable whether mentally or physically of managing his or her own affairs
  - 4.9.3 is absent from three consecutive meetings of the Trustees and the Trustees resolve that the office be vacated
  - 4.9.4 ceases to be a member, but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Trust before the next Annual General Meeting
  - 4.9.5 resigns by written notice to the Trustees but only if at least three Trustees will remain in office
  - 4.9.6 is removed by resolution passed by at least two thirds of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views. A person so removed from office will cease to be a member of the Trust

4.10 Subject to clause 4.6, the Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next Annual General Meeting

4.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **5. PROCEEDINGS OF TRUSTEES**

5.1 The Trustees must hold at least three meetings each year

5.2 The quorum at a meeting of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or three Trustees whichever is the greater

5.3 A meeting of the Trustees may held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

5.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

5.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

5.6 Except for the chair of the meeting who has a second or casting vote, every Trustee has one vote on each issue

5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **6. POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Trust:

- 6.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Trust in accordance with the Act
- 6.2 to appoint a Chair Treasurer and other honorary officers from among their number
- 6.3 subject to the provisions of clause 6.5 to delegate any of their functions to committees consisting of two or more individuals appointed by them but at least two members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees
- 6.4 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 6.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 6.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern the administration of the Trust and the use of its seal (if any)
- 6.7 to establish procedures to assist the resolution of disputes within the Trust
- 6.8 to exercise any powers of the Trust which are not reserved to a general meeting

## **7. RECORDS AND ACCOUNTS**

- 7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Register of Companies and the Commission of :
  - 7.1.1 annual reports
  - 7.1.2 annual returns
  - 7.1.3 annual statements of account
- 7.2 The Trustees must keep proper records of



- 7.2.1 all proceedings at general meetings
  - 7.2.2 all proceedings at meetings of the Trustees
  - 7.2.3 all reports of committees
  - 7.2.4 all professional advice obtained
- 7.3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 7.4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Trust's reasonable costs, within two months

## **8. NOTICE**

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Trust
- 8.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 8.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 8.3.2 two clear days after being sent by first class post to that address
  - 8.3.3 three clear days after being sent by second class or overseas post to that address

- 8.3.4 on the date of publication of a newspaper journal or newsletter containing the notice
  - 8.3.5 on being handed to the member or, in the case of a member organisation, its authorised representative personally or, if earlier,
  - 8.3.6 as soon as the member acknowledges actual receipt
- 8.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **9. INDEMNITY**

Subject to the provisions of the Act every Trustee or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

## **10. DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Trust take effect as though repeated here

## **11. INTERPRETATION**

In the Memorandum and in these Articles:

- 11.1 “The Act” means the Companies Act 1985
- “these Articles” means these Articles of Association
- “authorised representative” means an individual who is authorised by a member organisation to act on its behalf at meetings of the Trust and whose name is given to the secretary
- “Chair” means the chair of the Trustees
- “the Trust” means the company governed in these articles
- “charity trustee” has the meaning prescribed by section 97 (1) of the Charities Act 1993

“clear day” means 24 hours from midnight following the relevant event

“the Commission” means the Charity Commissioners for England and Wales

“financial expert” means a company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to membership of the Trust

“Memorandum” means the Trust’s Memorandum of Association

“month” means calendar month

“the Objects” means the Objects of the Trust as defined in clause 3 of the Memorandum

“Secretary” means the Secretary of the Trust

“taxable trading” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

“Trustee” means a director of the Trust and “Trustees” means all of the directors

“written” or “in writing” refers to a legible document on paper including a fax message

“year” means calendar year

11.2 Expressions defined in the Act have the same meaning

11.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

11.4 In any matter of interpretation of these Articles the English language version shall prevail over the Welsh language version

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