

No. 136726

*The Companies Acts, 1985 and 1989*

**COMPANY LIMITED BY GUARANTEE**

## **Memorandum**

(As altered by Special Resolution passed 2<sup>nd</sup> November, 1949 and  
[ *November 28* ] 2005)  
*and January 4, 2006*

AND


## **Articles of Association**

(As altered by Special Resolutions passed 20<sup>th</sup> April, 1951, 10<sup>th</sup> January, 1958 and  
[ *November 28* ] 2005)  
*and January 4, 2006*

OF

# **INTERNATIONAL BIBLE STUDENTS ASSOCIATION**

Incorporated the 30<sup>th</sup> day of June, 1914

5/1/06 I hereby certify this to be  
a true copy of the original  
  
Richard J Cook  
Solicitor  
Lowood House Partingdale Lane  
London NW7 1NS



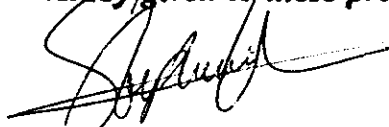
**The Companies Acts 1985 and 1989**  
**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of**

**INTERNATIONAL BIBLE STUDENTS ASSOCIATION**


1. The name of the company is International Bible Students Association ("the Charity").
2. The registered office of the Charity will be situated in England and Wales.
3. The Charity's objects ("the Objects") are to advance the Christian Religion in particular as practised by the body of Christian persons known as Jehovah's Witnesses by:
  - (1) preaching the gospel of God's Kingdom under Christ Jesus unto all nations as a witness to the name, word and supremacy of Almighty God, JEHOVAH;
  - (2) maintaining one or more religious orders or communities of Jehovah's Witnesses;
  - (3) promoting Christian missionary work;
  - (4) promoting religious worship;
  - (5) publishing, printing, recording by any means and in any medium, producing and distributing Bibles and other religious literature in any medium and educating the public in respect thereof;
  - (6) advancing religious education.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - (1) To administer the organisation, assemblies, education, public religious worship, and other religious activities of Jehovah's Witnesses;
  - (2) To print, publish, import, export, translate or distribute printed material, recordings and any other information by any means and in any medium explaining Bible truths and prophecy concerning Jehovah's Kingdom under Christ Jesus;
  - (3) To write, record by any means and in any medium, and otherwise create, publish, and distribute music, art, and other intellectual property of a religious or incidental educational nature in any medium;
  - (4) To instruct and educate men, women, and children about the Bible and incidental scientific, historical, and literary subjects;
  - (5) To arrange for and hold assemblies for religious worship;

*On behalf of the Charity Commissioners for  
Wales consent under s. 64 of the Charities  
herby given to these proposed amendments*



- (6) To establish and operate private Bible classes, and ancillary facilities to house and care for the students at such classes, and classes for gratuitously instructing men and women about the Bible, Bible literature and Bible history and for preparing men and women for Christian missionary work;
- (7) To provide spiritual and incidental humanitarian assistance to persons suffering from natural or man-made disasters and in other times of need;
- (8) To make grants or loans of money and to give guarantees;
- (9) To promote or carry out research;
- (10) To provide advice;
- (11) To borrow money and 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;
- (12) To raise funds and to invite and receive contributions provided that in raising funds the Charity shall not undertake any taxable trading activities and shall conform to any relevant statutory regulations
- (13) To receive gifts, bequests, legacies and inheritances;
- (14) To deposit or invest funds in any lawful manner having full regard to the suitability of investments and the need for diversification;
- (15) To delegate the management of investments to a financial expert, but only on condition that:
  - a) the investment policy is recorded in writing for the financial expert by the Trustees
  - b) every transaction is reported promptly to the Trustees
  - c) the performance of the investments is reviewed regularly with the Trustees
  - d) the Trustees are entitled to cancel the delegation arrangements at any time
  - e) the investment policy and the delegation arrangement are reviewed at least once a year
  - f) 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
  - g) the financial expert must not do anything outside the powers of the Trustees
- (16) To 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 of a financial expert acting under their instructions and to pay any reasonable fee required.
- (17) To hire, acquire, alter, improve and (subject to such consents as may be required by law) charge or otherwise dispose of property.
- (18) Subject to clause 5 below to maintain such staff, who shall not be directors of the Charity (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects;
- (19) To establish or support any charitable trusts, associations or institutions formed for any of the Objects;

**On behalf of the Charity Commission for England and Wales consent under s. 64 of the Charities Act 1993 to hereby give to these proposed trustees.**

  
**Assistant Commissioner**

- (20) 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;
- (21) 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;
- (22) To do all such other lawful things as are necessary for the achievement of the Objects.
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 (subject to part (6) of this clause) no trustee 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 benefit or payment in good faith by the Charity:
- (1) of reasonable and proper expenses for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
  - (2) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
  - (3) 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 1/100th part of the issued capital of that company;
  - (4) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
  - (5) to any trustee of reasonable out-of-pocket expenses;
  - (6) to any Trustee of board, accommodation, monetary allowance and other benefits as is enjoyed by other volunteers working full-time with the Charity BUT ONLY under the following terms and conditions:
    - (a) The benefits provided by the Charity are necessary for the proper performance of the Trustees' duties to the Charity;
    - (b) The accommodation provided by the Charity shall be enjoyed by the Trustees only on a bare licence basis;
    - (c) The accommodation, board, monetary and other benefits enjoyed by the Trustees shall be of the same or similar standard to that of other volunteers working full-time with the Charity;
    - (d) The monetary allowance given to the Trustees shall be based only on the estimated travel expenses reasonably incurred by a volunteer working full-time with the Charity in fulfilling their responsibilities to the Charity and reasonable ordinary living expenses of a volunteer working full-time with the Charity;
    - (e) Allocation of accommodation for the Trustees shall not be determined by the Trustees but shall be allocated by a non-Trustee applying the same internal rules for accommodation allocation as for any other volunteer working full-time with the Charity.

AND any Trustee shall withdraw from any meeting whilst his particular board, accommodation, monetary allowance and other benefits are being discussed.

*On behalf of the Charity Commissioners for England and Wales consent under s. 68 of the Charities Act 1993 is hereby given to these proposed amendments.*



*Charity Commissioner*

6. The liability of the members to the Charity is limited.
  
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10.00) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be 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 contributors among 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.

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

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Signatures, Names and Addresses of Subscribers

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JOHN STUART ANDREWS  
 Watch Tower House  
 The Ridgeway  
 London  
 NW7 1RN

*John Stuart Andrews*

**On behalf of the Charity Commissioners for England and Wales consent under s. 64 of the Charities Act 1993 is hereby given to these proposed amendments.**

JOHN DENNIS DUTTON  
 Watch Tower House  
 The Ridgeway  
 London  
 NW7 1RN

*John Dennis Dutton*

*[Signature]*  
**Assistant Commissioner**

STEPHEN ALBERT HARDY  
 Watch Tower House  
 The Ridgeway  
 London  
 NW7 1RN

*Stephen A Hardy*

Dated this *28<sup>th</sup>* day of *November* 2005

Witness to the above Signatures:

*Richard Cook*

Name:

-----

Address:

**Richard J Cook  
 Solicitor**

Occupation:

**Lowood House Partingdale Lane  
 London NW7 1NS**

The Companies Acts 1985 and 1989  
COMPANY LIMITED BY GUARANTEE

**Articles of Association**

OF

**INTERNATIONAL BIBLE STUDENTS ASSOCIATION**

TABLE A EXCLUDED.

1. The regulations of Table A in the Companies Act 1985 shall not apply to the Association, but the following shall be the regulations of the Association.

INTERPRETATION.

2. These articles shall be construed with reference to the provisions of the Companies Act 1985 and 1989 or any statutory modification thereof in force at the time when these regulations became binding on the Association, and unless there be something in the subject or context inconsistent therewith—

“The Association” means the above-named Association.

“The Council” means the persons for the time being occupying the position of Directors of the Association.

“In writing” means written or printed, or partly written or partly printed.

Words importing the singular number only, include the plural number and *vice versa*.

Words importing the masculine gender only, shall include the feminine gender.

Words importing persons include firms and corporations.

Subject as aforesaid any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these articles.

MEMBERS.

3. The present number of members of the Association does not exceed 25, but the Council may from time to time register an increase of members.

4. The Council shall have an absolute discretion as to the admission of any person to membership of the Association, and shall not be bound to give any reason for their decision. Members shall be only dedicated and baptized Jehovah’s Witnesses who are serving as elders in congregations of Jehovah’s Witnesses in England and Wales.

5. A member shall *ipso facto* cease to be a member of the Association—

(A) If he resigns by giving notice in writing to the Association of his intention so to do, in which case he shall cease to be a member upon receipt of the notice by the Association; or

(B) If at a General Meeting of the Association a resolution be passed by the votes of not less than three-fourths of those present, after giving the member a proper opportunity of being heard, that it is not in the interests of the Association that he continue a member.

(C) On the date of member's death, deletion as an elder, voluntary resignation, removal under (B) above, or disassociation from or disfellowshipping as one of Jehovah's Witnesses.

6. The rights and privileges of a member shall be personal to himself and shall not be transferable by his own act or by operation of law, and shall cease on his death or on his ceasing to be a member.

7. Where any member has ceased for any reason to be a member, it shall be within the power of the Council, either unconditionally, or on such conditions as may to them seem expedient, to reinstate him as a member.

8. Any person ceasing to be a member shall nevertheless remain liable to pay all sums (if any) presently payable by him to the Association at the date of his ceasing to be a member.

#### GENERAL MEETINGS.

9. A General Meeting shall be held once in each year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Council shall appoint.

10. The business of the meeting shall be—

(A) To receive the report of the Council.

(B) To receive and adopt the balance sheet of the Association.

(C) To elect the Council for the ensuing year.

(D) To elect an Auditor or Auditors, and

(E) To transact such other business as shall be specified in the notice convening the meeting.

#### EXTRAORDINARY GENERAL MEETING.

11. The Council shall have power to convene at any time an Extraordinary General Meeting of the members of the Association, and at such meeting no matters shall be taken into consideration except those specified in the notice convening the same.

#### PROCEEDINGS AT GENERAL MEETINGS.

12. Fourteen clear days notice at the least, or (in the case of an Annual General Meeting or meeting convened to pass a Special Resolution) twenty-one clear days notice at the least, shall be given in manner hereinafter mentioned to such members as are, under the provisions herein contained, entitled to receive notices from the Association and also to the Association's Auditors. The length of the notice in every case shall be calculated exclusive of the day on which the notice is served or deemed to be served and the day for which it is given.

13. Three members personally present shall be a quorum for all General Meetings.

14. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and

place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

15. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three members, and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

16. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

#### VOTE OF MEMBERS.

18. On a show of hands every member who is present in person shall have one vote. On a poll every member who is present in person or by proxy shall have one vote.

19. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy must be a member of the Association.

20. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

21. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association, not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

22. An instrument appointing a proxy may be in the following form, or in any other form which the Council shall approve:-

“INTERNATIONAL BIBLE STUDENTS ASSOCIATION.

“I, \_\_\_\_\_ ,  
“of \_\_\_\_\_ ,  
“in the County of \_\_\_\_\_ , being a member  
“of the INTERNATIONAL BIBLE STUDENTS ASSOCIATION,  
hereby appoint \_\_\_\_\_ ,  
“of \_\_\_\_\_ ,  
“as my proxy, to vote for me and on my behalf at the  
“[Ordinary or Extraordinary as the case may be]  
“General Meeting of the Association, to be held



“on the \_\_\_\_\_ day of \_\_\_\_\_, and  
“at any adjournment thereof.”  
“Signed the \_\_\_\_\_ day of \_\_\_\_\_ 20 .”

#### COUNCIL AND MANAGEMENT.

23. Until otherwise determined by a General Meeting, the number of members of the Council shall not be less than two nor more than five. The first members of the Council shall be determined in writing by a majority of the subscribers of the Memorandum of Association, and the persons so elected shall hold office until the Ordinary General Meeting in the year 1915, when they shall all retire. A retiring member of the Council shall be eligible for re-election, and shall act as a member of the Council throughout the meeting at which he retires. Members of the Council shall be selected from among the members of the Association.

24. The continuing members of the Council may act at any time, notwithstanding any vacancy in their body, provided always that in case the member of the Council shall at any time be reduced in number to less than two it shall be lawful for the remaining member of the Council to act for the purpose of filling up vacancies in the Council or summoning a General Meeting of the Association, but not for any other purpose.

25. The Council shall from time to time elect a President, who shall preside as Chairman at all General or other Meetings of the Association and of the Council, and a Vice-President, who shall preside as Chairman in the absence of the President. If at any meeting the President and Vice-President be not present within ten minutes after the time appointed for holding the same, the members of the Council present may choose one of their number to be Chairman of such meeting.

26. Two members of the Council shall form a quorum

27. The Council shall, subject to the regulations of these Articles have power to frame regulations for their own government, to appoint sub-committees, and to delegate to them any of the powers of the Council.

28. The Council shall have power to fill up any vacancy in the Council, and any member so elected shall retain office until the next General Meeting, when he shall be eligible for re-election.

29. The Council shall have the management and application of the funds and other property of the Association, and generally the management of all the affairs and concerns of the Association.

#### DISQUALIFICATION OF MEMBERS OF COUNCIL.

30. The office of a member of the council shall be vacated

- (1) If by notice in writing to the Association he resigns the office of a member of the Council.
- (2) If he absents himself from the meetings of the members of the Council during a continuous period of six months without special leave of absence from the Council, and they pass a resolution that he has by reason of such absence vacated office.
- (3) If the members at an Extraordinary General meeting pass a resolution calling upon him to resign his office.
- (4) If he is terminated as a member of the Association.

## BORROWING.

32. The Council may at any time borrow or raise for the purposes of the Association from the members of the Council or ordinary members or any other persons such sums of money and at such rates of interest as the Council may think proper and may secure the repayment of such sums by mortgage or charge upon the whole or any part of the property or assets of the Association in such manner and upon such terms and conditions and with such security as the Council shall determine.

## THE SEAL.

33. The Common Seal of the Association shall, unless otherwise determined by the Council, not be affixed to any instrument of the Association except by the authority of a resolution and in the presence of at least two members of the Council and such members shall sign every instrument to which the seal shall be affixed in their presence and in favour of any person *bona fide* dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

## INDEMNITY.

34. The members of the Council and other officers for the time being of the Association and the trustees (if any) for the time being acting in relation to any affairs of the Association and every one of them and each and all of their heirs, executors and administrators shall be indemnified and secured harmless out of the assets of the Association from and against all actions, costs, charges, losses, damages and expenses which they or any of their heirs, executors and administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duties in their respective offices or trusts except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any moneys or effects belonging to the Association shall or may be lodged or deposited for safe custody or for the insufficiency or of any deficiency in any security upon which any moneys of or belonging to the Association shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own wilful neglect or default respectively.

## ACCOUNTS.

35. The Council shall cause true accounts to be kept:-

- (A) Of the sums of money received and expended by the Association and the matter in respect of which such receipts and expenditure take place; and
- (B) Of the assets and liabilities of the Association.

36. The books of account shall be kept at the registered office of the Association or at such other place as the council from time to time determine and shall be always open to the inspection of the members of the Council.

37. A balance sheet shall be made out in every year and laid before the Association in General Meeting made up to a date not more than six months before such meeting.

## AUDIT.

38. Auditors shall be appointed and their duties regulated in accordance with the

Companies Act 1985, or any statutory modification thereof for the time being in force.

NOTICES.

39. A notice may be given by the Association to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Association for the giving of notices to him.

40. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

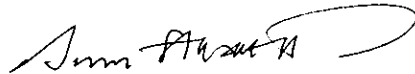
41. If a member has no registered address in the United Kingdom and has not supplied to the Association an address within the United Kingdom for the giving of notices to him a notice addressed to him at the registered office of the Association shall be deemed to be duly given to him at the time at which the letter shall be delivered to the registered office of the Association.

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Signatures, Names and Addresses of Subscribers

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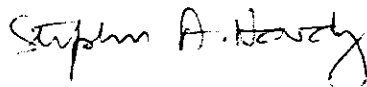
JOHN STUART ANDREWS  
Watch Tower House  
The Ridgeway  
London  
NW7 1RN



JOHN DENNIS DUTTON  
Watch Tower House  
The Ridgeway  
London  
NW7 1RN



STEPHEN ALBERT HARDY  
Watch Tower House  
The Ridgeway  
London  
NW7 1RN



Dated this 28<sup>th</sup> day of November 2005

Witness to the above Signatures:



Name:

-----  
Richard J Cook  
Solicitor

Address:

Lowood House Partingdale Lane  
London NW7 1NS

Occupation: