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

**MEMORANDUM OF  
ASSOCIATION**  
**- of -**  
**The Oxford Mindfulness Centre**

**1 NAME**

The name of the Company is The Oxford Mindfulness Centre

**2 REGISTERED OFFICE**

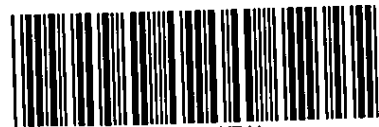
The registered office of the Company will be in England and Wales

**3 OBJECTS**

The object of the Company is to advance the education and mental health of the public

- ◆ by
  - ✦ promoting research into:
    - traditional Buddhist practices for the achievement and maintenance of psychological balance ('Mindfulness');
    - contemporary applications of those practices, and
    - the neuro-scientific understanding of their operation and effectiveness;
  - ✦ training mental health practitioners and other professionals in Mindfulness practice, with a view to their applying it in their own professional lives so as to achieve public benefit by
    - teaching it to patients and/or
    - enhancing effective ethical practice in the management of their organisations,
  - ✦ providing therapy for users of mental health services,
- ◆ and by
  - ✦ holding and administering funds for permanent and temporary teaching posts, and temporary research posts, in Mindfulness Studies at Oxford University,
  - ✦ the administration of teaching and research activities in Mindfulness Studies undertaken at Oxford University, and
  - ✦ agreeing arrangements for collaboration in respect of Mindfulness Studies teaching and research with the University of Oxford (and Colleges, Faculties and Departments within it), and with other organisations involved in such work.

WEDNESDAY



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COMPANIES HOUSE

#### 4 **POWERS**

The Company will have the following powers, which can only be exercised in furtherance of its objects

- 41 to liaise and work with other charitable institutions, voluntary agencies or organisations having similar aims, and with statutory bodies, to encourage the provision and development of appropriate support and services,
- 42 to carry on primary purpose trading,
- 43 to seek donations or gifts for the Company by personal or written appeals, public events and other ways,
- 44 to affiliate to, merge with or enter into any partnership or joint venture with any charitable institution having similar objects,
- 45 to collect information about issues relevant to the purposes of the company and make it available to interested people and organisations;
- 46 to establish a reserves policy,
- 47 to write, create and/or publish text or material, using any available medium,
- 48 to operate bank or other accounts in the name of the Company,
- 49 to employ staff, agents or consultants, and to make provision for their proper payment, including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants, provided that the Company may employ or remunerate a director only as permitted under Clause 5 of the Memorandum,
- 410 subject to such consents as may be required by law
  - 4101 to purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works,
  - 4102 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Company,
  - 4103 to carry out any charitable trusts which may lawfully be done by the Company,
  - 4104 to borrow or raise money on such terms and on such security as it shall think fit,
  - 4105 to lend money on such terms and on such security as it shall think fit,
  - 4106 to invest the monies of the Company not immediately required for its purposes in any way it shall think fit, and to take professional investment advice where it deems necessary,
- 411 to provide indemnity insurance to cover the liability of any of the directors or officers of the Company in relation to any such liability as is mentioned in sub-clause 4111, but subject to the restrictions specified in sub-clause 4112;
  - 4111 The liabilities referred to in sub-clause 411 are:
    - 41111 any liability that, by virtue of any rule of law, would otherwise attach to a director in respect of any negligence, default, breach of duty or breach of trust or breach of duty, of which he or she may be guilty in relation to the company; or
    - 41112 the liability to make contributions to the assets of the company in accordance with the provisions of Section 214 of the Insolvency Act 1986
  - 4112 (a) The following liabilities are excluded from sub-clause 41111:
    - (i) fines,

- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of a director or other officer;
  - (iii) liabilities to the Company that result from conduct which the director or other officer knew, or must be assumed to have known, was not in the best interests of the company, or in respect of which the person concerned did not care whether or not it was in the best interests of the Company
- (b) There is to be excluded from sub-clause 41112 any liability to make such a contribution where the basis of the director's liability is his or her knowledge, prior to the insolvent liquidation of the Company, that there was no reasonable prospect that the Company would avoid going into insolvent liquidation, or his or her reckless failure to acquire that knowledge
- 412 to establish and support, or help in the establishment and support, of any charitable organisation, and to subscribe or guarantee money for charitable purposes,
- 413 to insure and arrange insurance cover against such risks as it shall think fit,
- 414 to establish branches elsewhere,
- 415 to pay out of the funds of the Company the costs of forming and registering the company as both a company and a charity,
- 416 to do all other lawful things as shall further any or all of the above objects

## **5 RESTRICTIONS ON DISTRIBUTIONS**

- 51 The income and property of the Company shall be applied towards achieving the objects of the Company No part shall be paid or transferred directly or indirectly to the members of the Company and, subject as below, no director shall be appointed to any office of the Company paid by salary or fees, or receive any payment or other financial benefit from the Company
- 52 Nothing in this Clause 5 shall prevent the payment in good faith by the Company of
- 521 the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of that director, when instructed by the Company to act in a professional capacity on its behalf, or
  - 522 reasonable and proper payment for any services rendered to the Company by any member, director, officer or employee of the Company, provided that:
    - 5221 only a minority of the directors shall benefit from this provision, and
    - 5222 the director concerned shall not be considered when calculating the quorum for the relevant meeting, and
    - 5223 if, at any meeting, the appointment, or payment, or performance in executing a contract of a director, or of any partner of a director, is being discussed, then that director shall withdraw from the meeting, and
    - 5224 the other directors are satisfied that it is in the interests of the company to employ or to contract with that director rather than with someone who is not a director, and shall note the reasons for their decision in the minute book
  - 523 reasonable rate of interest on money lent to the Company,

- 524 reasonable rent for premises let or licensed to the Company,
- 525 money or money's worth to a company of which a director is a member, but not if that director owns more than one hundredth of the issued capital of that company,
- 526 reasonable and proper out-of-pocket expenses to any director,
- 527 the provision of indemnity insurance referred to in clause 412

**6 LIMITATION OF LIABILITY**

The liability of the members is limited


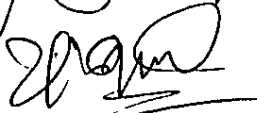
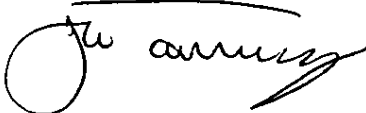
**7 GUARANTEE**

If the Company is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount, (not exceeding £1), as may be required for

- 71 payment of the debts and liabilities of the Company contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up, and
- 72 the adjustment among themselves of the rights of those contributing to the debts and liabilities

**8 WINDING UP**

If the Company is wound up and any assets are left after all its debts and liabilities have been satisfied, these assets will not be distributed among the members of the Company. Instead, they will be given to some other charity or charities with similar objects to the Company and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum. The charity or charities will be determined by the members of the Company at or before the time of winding up, failing which the assets will be given to some other charitable object.

Agreed		4/1/08
Agreed		4/1/08
Agreed	Richard Gombel	4/1/08
Agreed		4/1/08