

MEMORANDUM OF ASSOCIATION

OF

THE VEGETARIAN SOCIETY OF THE UNITED KINGDOM LIMITED

1. The name of the Company (referred to in this document as "The Society") is  
THE VEGETARIAN SOCIETY OF THE UNITED KINGDOM LIMITED
2. The registered office of the Society is to be situated in England , United Kingdom .
3. (i) The Society's objectives are:-
  - (a) To promote knowledge of vegetarianism as a means of advancing the moral, mental, physical and economic improvement of humankind. The term "vegetarianism" means the practice of living on grains, pulses, nuts, fruit and other products of nature and substances made by humankind none of which is meat, fish or fowl and with or without the use of eggs, and of milk and its products, to the exclusion of the flesh of all animals (flesh, meat, fish or fowl) as food, and the term "Vegetarian" means a person who conforms to such practice, or when used adjectively, conformation to such practice.
  - (b) To promote research into and publish the results of such research and provide information upon the production, utilisation, preparation, preservation and dietetic effects of vegetarian substances for human consumption.
- (ii) For promotion of its objects and not otherwise the Society shall have power:-
  - (a) To acquire and take over the assets and engagements of the unincorporated bodies known as The Vegetarian Society, The London Vegetarian Society (incorporating The London Vegetarian Association), The British Vegetarian Youth Movement, various local vegetarian societies and The Vegetarian Nutritional Centre.
  - (b) To provide, sponsor, procure or assist in any way courses of lectures or other instruction.
  - (c) To assist and promote by way of gift, loan, scholarship, endowment or otherwise any research calculated to further the cause of the Society.
  - (d) To found, maintain, manage or to assist in founding, maintaining or managing lecture halls, reading rooms and libraries and educational establishments.
  - (e) To advertise, procure, prepare, issue and distribute circulars and pamphlets, to undertake the compilation, publication and distribution of books and periodicals.
  - (f) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights, powers or privileges and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Society.
  - (g) To sell, let, mortgage, dispose of, deal with or turn to account all or any of the property or assets of the Society.
  - (h) To undertake and execute any charitable trusts which may lawfully be undertaken by the Society.

- (i) To accept any bequest, devise, gift, subscription or donation whatsoever.
- (j) To borrow or raise money for the purposes of the Society on such terms and on such security as may be thought fit.
- (k) To invest in the name of the Society or in the name of the Official Custodian for Charities, the moneys of the Society not immediately required for its purposes in or upon such investments, securities or property, real or personal, movable or immovable, in any part of the world and whether involving liability or not as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by, law and subject also as hereinafter provided.
  - (l) To establish and support or aid in the establishment and support of any charitable associations or institutions in any way connected with the purposes of the Society or calculated to further its objects and to subscribe or guarantee money for approved charitable purposes only and to affiliate to or accept affiliations from any charitable body with objects similar in whole or in part to those of the Society.
  - (m) To establish, support and maintain groups, Branches, regional organisations and Sections of the Society.
  - (n) To lend and advance money or give credit to any body or company established for charitable purposes only having primary objects wholly or partly similar to those of the Society; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person body or company; to secure or undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person body or company and to enter into and execute the indemnities and guarantees as may be thought fit.
  - (o) To amalgamate or enter into partnership or into any arrangement for union of interest, co-operation, joint venture, reciprocal concession, or otherwise, with or to transfer its engagements and surplus assets to any body or company established for charitable purposes only having primary objects wholly or partly similar to those of the Society carrying on or engaged in or about to carry on or engage in any activity business or transaction which the Society is authorised to carry on or engage in any activity business or transaction capable of being conducted so as directly or indirectly to benefit the Society or incidental or conducive to the promotion of its objects. Provided that the provisions or conditions of the constitution or establishment of such person, body or company preclude the distribution of its income or property amongst its Members or contributors to an extent at least as great as is imposed on the Society by Clause 4 of this Memorandum.
  - (p) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies, associations, corporate or unincorporate, with which the Society is authorised to amalgamate.
  - (q) To establish and support pension and superannuation schemes for the benefit of persons employed by the Society and to grant pensions or retiring allowances to persons who have been employed by the Society or to their dependants being in need.
  - (r) To initiate, support and co-operate with others in proposals and activities calculated to assist the promotion of the Society's objects.

- (s) To do all such other things as shall further the above objects or any of them and may lawfully be done by a body established only for purposes recognised by the law as charitable.
- (t) To provide indemnity insurance to cover the liability of the directors 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 a claim arising from any act of omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

PROVIDED that:-

- (i) In case the Society shall take or hold any property which may be subject to any trusts the Society shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts.
  - (ii) The Society shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an object of the Society would make it a Trade Union.
  - (iii) In case the Society shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State responsible for Education, the Society shall not sell, mortgage, charge or lease the same, without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Society shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation had been effected, and the incorporation of the Society shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State responsible for Education over such Council but they shall as regards any such property be subject jointly and separately to such control or authority as if the Society were not incorporated.
4. The income and property of the Society, whencesoever derived shall be applied solely towards the promotion of the objects of the Society as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise however by way of profit, to the Members of the Society.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any Officer or servant of the Society, or to any Member of the Society, in return for any services actually rendered to the Society nor prevent the payment of interest at a rate not exceeding 10 percent per annum or at a rate of 1% above bank rate for the time being in force (whichever shall be the greater) or money lent or reasonable and proper rent for premises demised or let by any Member to the Society; but so that no Member of the Society shall be appointed to any salaried office of the Society or any office of the Society paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Society to any Member of such Council except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Society; provided that the provision last aforesaid shall not apply to any payment to any company of which a Member of the Council may be a Member, and in which such Member shall not hold more than one hundredth part of the capital, and such Member shall not be bound to account for any share of profits s/he may receive in respect of any such payment.

Nor shall anything herein prevent the payment of any premium in respect of indemnity insurance to cover the liability of the directors 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 a claim arising from any act of omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

5. The liability of Members is limited.
6. Every Member of the Society undertakes to contribute such amount as may be required (the total amount as may be required under this Section not to exceed one pound) to the assets of the Society, in the event of the same being wound up while s/he is a Member, or within one year after s/he ceases to be a Member, for payment of the debts and liabilities of the Society contracted before s/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 contributors among themselves.
7. If upon the winding up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Society, but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the Society, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Society under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Society at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object, in keeping with the principles of vegetarianism and excluding any involved in either vivisection or animal experimentation to be nominated by the Council for the time being.

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

1. KENNETH PASSMORE BROWN - Accountant (retired)  
181 Queen Alexandra Mansions, Judd Street, London, WC1.
2. BRINDLEY DENNIS GEORGE FLOWER - School Master (retired)  
The Homestead, 102 Nightingale Lane, Bromley, Kent, BR1 2SE
3. NEVILLE SHELTON HALL - Sales Manager (retired)  
63 West Hill, Sanderstead, South Croydon, Surrey, CR2 0SB.
4. NORMAN JOHN LE GRICE - Marketing Manager  
Glenhurst, 88 Purley Bury Avenue, Purley, Surrey, CR2 1JD.
5. ALAN GIBSON LONG, BSc, PhD, ARIC - Research Chemist  
14 Woodlands Rise, Greenford, Middlesex.
6. ALICE MOUNCER - Headmistress (retired)  
4 Nevern Mansions, 27A Nevern Square, London, SW5.
7. CYRIL HARTMAN OLIVER - Retired  
Thornton Cottage, Northiam, Rye, Sussex.
8. DAVID STUART TAIT - Advertisement Manager  
Grange Lodge, Crawley Down, Sussex.

9. ROBERT MacALISTAIR BROWN - Manufacturers Agent  
Treetops, 39 Moss Lane, Bramhall, Cheshire.
10. STAURT MASON HEALEY, MA, JP - Companies Director  
Selsley, Manchester Road, Heywood, Lancashire.
11. LESLIE JAMES HOYLE, MSc (Tech), BSc (Tech), AMCT - University Lecturer  
14 Belmont Avenue, Baildon, Shipley, Yorkshire.
12. ISABEL JAMES, BA, MCFA - Hotelier  
Rothay Bank, Grasmere, Ambleside, Westmorland.
13. JOHN WARING LUCAS, BSc, FRIC - University Lecturer  
Flat 11, Fairfield Court, Daisy Bank Road, Manchester, M14.
14. HILDA NIXON, BA - Headmistress (retired)  
18 Gledhow Lane, Leeds.
15. THOMAS BARON PITFIELD, FRMCM - Composer, Professor of Composition  
Lesser Thorns, East Downs Road, Bowdon, Cheshire.
16. EDWARD HAMPDEN KIRBY - Bank Official (retired)  
Watching How, 17 Lonsties, Keswick, Cumberland.
17. GORDON LATTO, MB, ChB - Medical Doctor  
5 Derby Road, Caversham, Reading, Berkshire.
18. GEOFFREY LEONARD RUDD - Secretary  
Parkdale, Dunham Road, Altrincham, Cheshire.
19. ROBERT SPENCE WATSON POLLARD - Solicitor  
2 Greycoat Place, London, SW1.

DATED this 17th day of July 1969.

WITNESS to the Signatures:- Nos. 1,2,3,4,5,6,7,8 and 17.  
RONALD MALCOLM LIGHTOWLER - Secretary  
22 The Gardens, Brookmans Park, Hatfield, Herts.

WITNESS to the Signatures Nos. 9,10,11,12,13,14,15, and 16:-  
GEOFFREY LEONARD RUDD - Secretary  
Parkdale, Dunham Road, Altrincham, Cheshire.

WITNESS to the Signature of Geoffrey Leonard Rudd No. 18:-  
RACHEL THOMPSON - Secretary  
Flat 4, 22 St Mary's Road, Sale, Cheshire.

WITNESS to Signature of Robert Spence Watson Pollard No. 19:-  
S.F. DAWN - Housewife  
19 Chepstow Court, Chepstow Crescent, London, W11.

TRF/original/03.11.98