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COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

COMPANIES HOUSE 27/10/00

WATCH TOWER BIBLE AND TRACT SOCIETY OF BRITAIN

1. NAME

The name of the company is the Watch Tower Bible and Tract Society of Britain ('the Charity')

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The objects ("the objects") of the Charity are to advance the Christian Religion as practised by the body of Christian persons known as Jehovah's Witnesses by:

(a) 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;

(b) producing and distributing Bibles and other religious literature in any medium and educating the public in respect thereof;

(c) promoting religious worship;

(d) promoting Christian missionary work;

(e) advancing religious education;

(f) maintaining one or more religious orders or communities of special ministers of Jehovah's Witnesses;

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London
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4. POWERS

The Charity has the following powers, which may be exercised only in promoting the objects:

4.1 To promote or carry out research
4.2 To provide advice
4.3 To administer the organisation, assemblies, education, public religious worship, and activities of Jehovah's Witnesses
4.4 To print, publish or distribute information by any means and in any medium explaining Bible truths and prophecy concerning Jehovah's Kingdom under Christ Jesus;
4.5 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;
4.6 To instruct and educate men, women, and children about the Bible and incidental scientific, historical, and literary subjects;
4.7 To arrange for and hold assemblies for religious worship;
4.8 To establish and operate private Bible schools, and ancillary facilities to house and care for the students at such schools, 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;
4.9 To provide spiritual and incidental humanitarian assistance to person's suffering from natural or man-made disasters and in other times of need;
4.10 To co-operate with other bodies
4.11 To support, administer or set up other charities
4.12 To raise funds (but not by means of taxable trading)
4.13 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
4.14 To acquire or hire property of any kind
4.15 To acquire, including by gift, inheritance, and bequest, own, and utilise any interest in real and personal property, including residences and other facilities for missionaries throughout the world;
4.16 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
4.17 To make grants or loans of money and to give guarantees
4.18 To set aside funds for special purposes or as reserves against future expenditure
4.19 To deposit or invest funds in any lawful manner having full regard to the suitability of investments and the need for diversification
4.20 To delegate the management of investments to a financial expert, but only on terms that:
  4.20.1 the investment policy is recorded in writing for the financial expert by the Trustees
  4.20.2 every transaction is reported promptly to the Trustees
  4.20.3 the performance of the investments is reviewed regularly with the Trustees
  4.20.4 the Trustees are entitled to cancel the delegation arrangements at any time
  4.20.5 the investment policy and the delegation arrangement are reviewed at least once a year

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4.20.6 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

4.20.7 the financial expert must not do anything outside the powers of the Trustees

4.21 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.

4.22 To insure the property of the charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

4.23 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.

4.24 Subject to clause 5, to employ paid or unpaid agents, staff or advisers

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

4.26 To establish subsidiary companies to assist or act as agents for the Charity

4.27 To pay the costs of forming the Charity

4.28 To do anything else within the law (including the law of the country in which assistance is given) which promotes or helps to promote the objects

5. BENEFITS TO MEMBERS AND TRUSTEES

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

5.1.1 members who are not trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied

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

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

5.1.4 the Trustees may enjoy the benefits provided by the Charity for all its full time volunteer workers such as board, accommodation and monetary allowance only under the following terms and conditions:

5.1.4.1 The benefits provided by the Charity are necessary for the proper performance of the Trustees' duties to the Charity;

5.1.4.2 The accommodation provided by the Charity shall be enjoyed by the Trustees only on a bare licence basis;

5.1.4.3 The accommodation, board, monetary and other benefits enjoyed by the Trustees shall be of the same or similar standard to that of other full-time volunteer workers of the Charity;

5.1.4.4 The monetary allowance given to the Trustees shall be based only on the estimated travel expenses reasonably incurred by a full time volunteer worker for the Charity in fulfilling their

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responsibilities to the Charity and reasonable ordinary living expenses of a full time volunteer worker of the Charity;

5.1.4.5 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 worker of the Charity.

Without prejudice to Clause 5.3 any Trustee shall withdraw from any meeting whilst his board and accommodation is being discussed or the terms of any other board or accommodation which might affect that Trustee is being discussed.

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

5.2.1 as is mentioned in clauses 4.23, 5.1.2, 5.1.3 or 5.1.4

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

5.2.4 payment to any company in which a Trustee has no more than a 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 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:

5.3.1 declare an interest at or before discussion begins on the matter

5.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.3.3 not be counted in the quorum for that part of the meeting

5.3.4 withdraw during the vote and have no vote on the matter

5.4 This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of the members is limited

7. GUARANTEE

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

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8. DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the trustees in one or more of the following ways:

8.1.1 by transfer to one or more bodies established for exclusively charitable purposes within the same as or similar to the Objects; the specific one or more bodies to be determined by the Trustees

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

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

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

9. INTERPRETATION

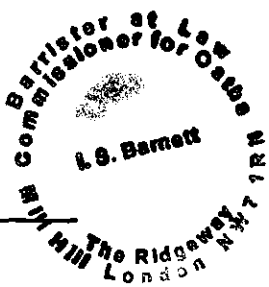
9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

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.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
JACK DOWSON, Watch Tower House, The Ridgeway London NW7 1RN	
RONALD DRAGE, Watch Tower House, The Ridgeway London NW7 1RN	
BEVAN JOHN VIGO, Watch Tower House, The Ridgeway, London NW7 1RN	
PETER ELLIS, Watch Tower House, The Ridgeway London NW7 1RN	

24/4/2000



DATE .....

Witness to the above signatures

Name .....

Address .....

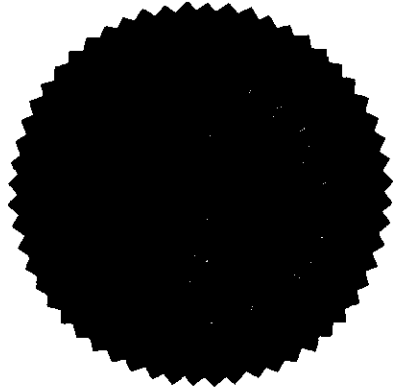
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Occupation..... .....

Signature

24/10/2020





COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

WATCH TOWER BIBLE AND TRACT SOCIETY OF BRITAIN

1. MEMBERSHIP

1.1 The number of members with which the company proposes to be registered is unlimited

1.2 The Charity must maintain a register of members.

1.3 Membership of the Charity is open to any person currently serving as an elder in a congregation of Jehovah's Witnesses in Britain who is interested in promoting the Objects who

1.3.1 is invited to membership by the Trustees

and

1.3.2 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative

1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

1.5 Membership is terminated if the member concerned

1.5.1 gives written notice of resignation to the Charity

1.5.2 dies or (in the case of an organisation) ceases to exist

1.5.3 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 due)

1.5.4 ceases to be one of Jehovah's Witnesses either by letter of disassociation, by unequivocal oral statement to at least two Jehovah's Witnesses or by expulsion for conduct out of harmony with the beliefs and practices of Jehovah's Witnesses

1.5.5 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 charity (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.)

1.6 Membership of the Charity is not transferable.

2. GENERAL MEETINGS

2.1 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

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L.S. Barnett 24/10/2000

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2.2 There is a quorum at a general meeting if the number of members personally present is a majority of the members or three whichever is the greater

2.3 The Chairman or if the Chairman is unable or unwilling to do so some other member elected by those present presides at a general meeting

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of votes cast

2.5 except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue. On a poll every member who is present in person or by proxy shall have one vote

2.5.1 on a poll votes may be given personally or by proxy

2.5.2 The instrument appointing a proxy shall be in writing under the hand of his appointor or his attorney duly authorised in writing

2.5.3 a proxy must be a member of the Charity

2.5.4 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 Charity not less than 48 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.

2.5.5 the instrument appointing the proxy shall be in the ordinary form

2.5.6 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 Charity at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

2.6 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)

2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year

2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM

2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation

2.8.4 elect persons to be Trustees (including re-electing those retiring by rotation in 2.8.3 above) to fill the vacancies arising

2.8.5 appoint auditors for the Charity

2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity

and

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

2.9 Any general meeting which is not an AGM is an EGM

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2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least ten percent (10%) of the members

3. THE TRUSTEES

3.1 The Trustees as charity trustees have control of the Charity and its property and funds

3.2 The Trustees when complete consist of at least three and not more than seven individuals, all of whom must be members of the Charity and serve as Jehovah's Witnesses.

3.3 The subscribers to the Memorandum are the first Trustees of the Charity

3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he is eligible to vote at any meeting of the Trustees

3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots

3.6 A Trustee's terms of office automatically terminates if he:

3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee

3.6.2 is incapable, whether mentally or physically, of managing his own affairs

3.6.3 is absent from the meetings of the Trustees during a continuous period of six months without a special leave of absence from the Trustees being given

3.6.4 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 Charity before the next AGM

3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

3.6.6 is removed by resolution passed by a simple majority of the members present and voting at a general meeting after the meeting has invited the views of the Trustees concerned and considered the matter in the light of any such views

or

3.6.7 ceases to be one of Jehovah's Witnesses either by letter of disassociation, by unequivocal oral statement to at least two Jehovah's Witnesses or by expulsion for conduct out of harmony with the beliefs and practices of Jehovah's Witnesses

3.7 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 AGM

3.8 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

4. PROCEEDINGS OF TRUSTEES

4.1 The Trustees must hold at least four meetings each year

4.2 A quorum at a meeting of the Trustees is a majority of the Trustees

24/03/2010
L.S. Barnett



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

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

4.5 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)

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

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

5. POWERS OF TRUSTEES

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

5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act

5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number

5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)

5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees

5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees

5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)

5.7 to establish procedures to assist the resolution of disputes within the Charity

5.8 to exercise any powers of the Charity which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

6.1 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 Registrar of Companies and the Commission of:

- 6.1.1 annual reports
- 6.1.2 annual returns
- 6.1.3 annual statement of accounts

6.2 The Trustees must keep proper records of

- 6.2.1 all proceedings at general meetings
- 6.2.2 all proceedings at meetings of Trustees
- 6.2.3 all reports of committee and
- 6.2.4 all professional advice obtained

L.S. Barnett 14/1/2013

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6.3 Accounting records relating to the Charity 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

6.4 A copy of the Charity'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 pay the Charity's reasonable costs, within two months

7. NOTICES

7.1 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 national newspaper or any newsletter distributed by the Charity

7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members

7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 7.3.2 two clear days after being sent by first class post to that address
- 7.3.3 three clear days after being sent by second class or overseas post to that address
- 7.3.4 on the date of publication of a newspaper containing the notice
- 7.3.5 on being handed to the member or in the case of a member organisation to its authorised representative personally or, if earlier,
- 7.3.6 as soon as the member acknowledges actual receipt

7.4 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

8. DISSOLUTION

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

9. INTERPRETATION

In the Memorandum and in these Articles:

9.1 'The Act' means the Companies Act 1985
'AGM' means an annual general meeting
'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 Charity and whose name is given to the Secretary
'Chairman' means the chairman of the Trustees
'the Charity' means the company governed by 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

24/6/2010
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'the Commission' means the Charity Commissioners for England and Wales
'EGM' means an Extraordinary General Meeting of the Charity
'elder' means a person appointed by the Governing Body of Jehovah's Witnesses to serve in that capacity
'financial expert' means an individual, a company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
'Jehovah's Witnesses' means that body of Christians who recognise the spiritual authority of the Governing Body of Jehovah's Witnesses situated at 25 Columbia Heights Brooklyn New York, United States
'material benefit' means a benefit which may not be financial but has a monetary value
'member' and 'membership' refer to membership of the Charity
'Memorandum' means the Charity's Memorandum of Association
'month' means calendar month
'the objects' means the objects of the Charity as defined in clause 3 of the Memorandum
'Secretary' means the Secretary of the Charity
'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 the Objects
'Trustee' means a director of the Charity and 'Trustees' means all of the directors
'volunteer worker' includes a resident member of any religious community established or maintained in whole or in part by the Charity
'written' or 'in writing' refers to a legible document on paper including a faxed message
'year' means calendar year

9.2 Expressions defined in the Act have the same meaning

9.3 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

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24/2/2011
L S Barnett



NAMES & ADDRESSES OF SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS

JACK DOWSON,
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RONALD DRAGE,
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London NW7 1RN

BEVAN JOHN VIGO,
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PETER ELLIS,
Watch Tower House, The Ridgeway
London NW7 1RN

Date .....

Witness to the above signatures

Name .....

Address .....

.....

Occupation ....
Signature

L.S. Barnett 24/12/2003