

The Companies Acts 1985 & 2006

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of **Newbiggin Arts Forum Ltd**

1. The name of the company is "Newbiggin Arts Forum Ltd" (referred to in this document as "the Company").
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company shall be to advance the education of those persons living or working in Newbiggin-by-the-sea and surrounding areas (the "area of benefit") in all forms of the arts and creative activity and thereby encouraging a wider appreciation of visual and performing arts, in particular but not exclusively by providing a community forum promoting information, training, support, advice and advocacy services to said persons.
4. In furtherance of the above but not otherwise, the Company shall have the following powers:
 - (a) To bring together, and co-operate with, representatives of voluntary organisations, Government Departments, statutory bodies, and others it may think suitable;
 - (b) To arrange and provide the holding of exhibitions, lectures, meetings, classes, seminars, training courses, and all forms of recreational or leisure-time activities;
 - (c) To collect and disseminate information on all matters relating to its objects, and to exchange this information with other bodies having similar objects;
 - (d) To publish books, pamphlets, reports, leaflets, journals, audio tapes, video tapes, films, web material and instructional matter;
 - (e) To support other charities engaged in similar objects where this does not conflict with the objects of the Company;
 - (f) To enter into any contracts with statutory, voluntary or other bodies as are considered necessary or convenient for the achievement of the Company's objects;
 - (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects;
 - (h) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
 - (i) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of

them and to hold funds in trust for same, provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;

- (j) Subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit;
- (k) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (l) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
- (m) To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (n) To insure the Company's assets and (should it have any) property against any foreseeable risk and take out other insurance to protect the Company when required;
- (o) To secure appropriate insurance cover for the Company, the Management Committee and paid employees;
- (p) To provide indemnity insurance to cover the liability of the members of the Management Committee, (i) 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; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the Management Committee knew to be a breach of Trust or breach of duty or which was committed by the Management Committee in reckless disregard of whether it was a breach of Trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the Company and in the case of (ii) above shall not extend to any liability to make such a contribution, where the basis of the Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.
- (q) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;

- (r) To engage or employ such personnel (not being a member of the Management Committee), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- (s) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (t) To raise funds and invite and receive contributions from any person and persons whatsoever by way of subscription and otherwise provided that the Company shall not undertake any substantial permanent trading activities in raising funds for the said objects;
- (u) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

PROVIDED THAT:

- (v) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (w) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. In carrying out its objects, the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.
6. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Company and no member of the Management Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
- (a) Of the usual professional charges for business done by any member of the Management Committee who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the members of the Management Committee benefit under this provision and that a member of the Management Committee shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion;
 - (b) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of the Management Committee) for any services rendered to the Company;
 - (c) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers;

- (d) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Management Committee, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the Company;
 - (e) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company;
 - (f) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee);
 - (g) The payment of any premium as permitted by clause 4(p);
 - (h) To any member of the Management Committee in respect of reasonable out-of-pocket expenses;
7. The liability of the members is limited.
 8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
 9. If upon the winding up or dissolution of the Company there remains after the satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to this provision, then to some other charitable object within the Company's area of benefit.
 10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law.

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