

MEMORANDUM OF ASSOCIATION OF THE KNOWLE SOCIETY

1. Name

The name of the **Charity** is The Knowle Society

2. Registered Office

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

3. Objects

The **Objects** are:

- 3.1 To secure the preservation, protection, development and improvement of features in general public amenity or historic or public interest in the **area of benefit** or adjacent areas;
- 3.2 To educate the public in the geography, history, natural history and architecture of the area of benefit;
- 3.3 To promote a high standard of planning and architecture in or affecting the area of benefit and to oppose any inappropriate developments.
- 3.4 To preserve and promote the character of the area of benefit as a thriving community.

4. Powers

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

- 4.1 To represent the views of the members to local and other authorities and to other relevant organisations.
- 4.2 To arrange lectures, social events and other appropriate activities to help foster community spirit.
- 4.3 To promote or carry out research.
- 4.4 To provide advice.
- 4.5 To publish or distribute information.
- 4.6 To co-operate with other bodies.
- 4.7 To support, co-operate, administer or establish other charities voluntary bodies charitable trusts or associations.
- 4.8 **To** acquire, merge with or enter into any partnership or joint venture arrangements with any other charity.

- 4.9 To raise funds (but not by means of **taxable trading**).
- 4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.11 To acquire or hire property of any kind.
- 4.12 To construct, alter, provide, develop, maintain, furnish and fit with all necessary furniture and other fixtures and fittings any buildings and any other premises or structures or land.
- 4.13 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.14 To make grants or loans of money and to give guarantees.
- 4.15 To set aside funds for special purposes or as reserves against future expenditure.
- 4.16 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustee Directors** consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.17 To delegate the management of investments to a financial expert, but only on terms that:
- (1) investment policy is set down **in writing** for the financial expert by the Trustee Directors;
 - (2) every transaction is reported promptly to the Trustee Directors;
 - (3) the performance of the investments is reviewed regularly with the Trustee Directors;
 - (4) the Trustee Directors are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least one a **year**;
 - (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 Trustee Directors on receipt of a valid invoice; and
 - (7) the financial expert must not do anything outside the powers of the Trustee Directors.
- 4.18 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustee Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.19 To deposit documents and physical assets with any company or unincorporated organisation or partnership or a limited liability partnership registered or having a

place of business in England and Wales as **custodian**, and to pay any reasonable fee required.

- 4.20 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.21 To pay for **indemnity insurance** for the Trustee Directors.
- 4.22 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.23 To enter into contracts to provide services to or on behalf of other bodies.
- 4.24 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.25 To pay the costs of forming the Charity.
- 4.26 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustee Directors

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** but:
 - (1) members who are not Trustee Directors may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (2) members (including Trustee Directors) may be paid interest at a reasonable rate on money lent to the Charity;
 - (3) members (including Trustee Directors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - (4) members (including Trustee Directors) may receive charitable benefits.
- 5.2 A Trustee Director must not receive any payment from the Charity except:
 - (1) as mentioned in clauses 4.21 (indemnity insurance), 5.1(2) (interest), 5.1(3) (rent), 5.1(4) (charitable benefits) or 5.3 (contractual payments);
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (4) payment to any company in which a Trustee Director has no more than a 1 per cent shareholding; and
 - (5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).

- 5.3 A Trustee Director may not be an employee of the Charity, but a Trustee Director or a **connected person** may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- (1) the goods or services are actually required by the Charity;
 - (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustee Directors in accordance with the procedure in clause 5.4; and
 - (3) no more than half of the Trustee Directors are interested in such a contract in any **financial year**.
- 5.4 Whenever a Trustee Director has a personal interest in a matter to be discussed at a meeting of the Trustee Directors or a committee, he or she must:
- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - (3) not be counted in the quorum for that part of the meeting; and
 - (4) be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6. Limited Liability

The liability of 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 afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member.

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 in one or more of the following ways:
- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (3) in such other manner consistent with charitable status as the Commission approve 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 the **Memorandum**.

9.2 References to an Act of Parliament are references to that 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.