

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

HILL CLOSE GARDENS TRUST LIMITED

Company Number 3981067

- 1 The Company's name is Hill Close Gardens Trust Ltd (and in this document it is called "the Charity").
- 2 The Charity's registered office is to be situated in England and Wales.
- 3 The objects of the Charity are to preserve and restore for the education benefit and enjoyment of the town people of Warwick in the County of Warwickshire and of the nation at large whatever of the historic heritage which may exist in and around the Hill Close Gardens Warwick in the form of gardens or other objects of particular beauty or historical or constructional interest
- 4 In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (a) to acquire lease alter repair rebuild improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property of any kind;
 - (b) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - (c) raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (d) to borrow money whether on an unsecured or secured basis and if necessary to charge the assets of the Charity for the purpose of such borrowing (but only in accordance with the restrictions imposed by the Charities Act 1993);
 - (e) to make such arrangements as are necessary to enable the public to view and enjoy the Hill Close Gardens (whether free or at a charge);
 - (f) to generally promote the preservation of any land or buildings;

- (g) to make planning applications applications for consent under byelaws or building regulations and other like applications;
- (h) Subject to clause 5 to employ such paid or unpaid agents advisers or staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (i) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (j) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (k) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (l) to invest the money of the charity not immediately required for its purposes in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may from time to time be imposed or required by law;
- (m) to equip any buildings upon any land held by or belonging to the Charity of any estate or interest with all property and necessary fixtures furniture fittings apparatus appliances conveniences and accommodation necessary for the purposes of the Charity;
- (n) to set aside funds for special purposes or as reserves against future expenditure;
- (o) to print and publish any periodicals books leaflets newspapers or publications expedient for furthering the Objects;
- (p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Charity and to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects;
- (q) to employ as a professional investment manager any person who is entitled to carry on investment business under the provisions of the Financial Services Act 1986 (as amended or re-enacted) and to delegate to any such manager ("the Investment Manager") the exercise of all or any of its powers or investment or such terms and at such reasonable remuneration as the Trustees think fit but subject always to the following conditions:-
 - (I) The delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Trustees and within the powers of investment conferred hereby;

- (ii) Every transaction carried out by the Investment Manager under delegated powers shall be reported to the designated Trustee within fourteen days;
 - (iii) The Investment Manager shall report at regular intervals upon the current state past performance and future prospects of the investments of the Charity; and
 - (iv) The Trustees shall be entitled at any time and without notice to review revoke or alter the terms of the delegation of its powers
- (r) To effect and maintain such insurances as the Trustees think fit and in particular (but without limitation):-
- (I) To insure and arrange insurance cover for and to indemnify the officers employees and voluntary workers and the Charity's Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
 - (ii) To effect insurance by or on behalf of the Trustees or any of them against their liability in respect of acts which are undertaken by them in the administration of the Charity either properly or in breach or in breach of trust but in the bona fide that they were not in breach of trust but excluding liability for wilful and individual fraud wrong doing or wrongful omission on the part of the Trustee who is sought to be made liable and to bear the cost of effecting and maintaining such insurance from the funds of the Charity or its income;
 - (iii) To apply capital or income in insuring any buildings or other property to their full value
- (s) Not without the prior written consent of the Charity Commissioners to amalgamate with any companies institutions societies or associations which are charitable at law and have objects substantially similarly to those of the Charity and prohibit the payment of any dividend or profit to and the distribution of any of its assets amongst its Members at least to the same extent as such payment or distributions are prohibited in the case of Members of the Charity by this Memorandum of Association;
- (t) To do all such other lawful things as will further the objects of the Charity;
- (u) True accounts shall be kept in accordance with the Charities Acts 1992 and 1993 of the sums of money received and expended by the Charity and the matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Charity; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Charity for the time being shall be open to the inspection of the Members. Once at least in every year the accounts of the Charity

shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

PROVIDED ALWAYS that in case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Charity 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 Trustees 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 would such Trustees have been if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated. In case the Charity shall take or hold any property which may be subject to any trusts the Charity shall deal only with or invest the same in such manner as allowed by law having regard to such trusts

- 5 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:
 - (a) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - (b) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
 - (c) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent more than the published base lending rate of a clearing bank to be selected by the trustees;
 - (d) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (e) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
 - (f) to any trustee of reasonable out-of-pocket expenses.

- 6 The liability of the members is limited.
- 7 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 8 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object approved by the Commission.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

Kevin Peter Mitchell,
Tea Pot Cottage,
44 Church Street,
Hampton Lucy,
Warwick CV35 8BE.

Andrew George Brooks,
214 Loxley Road,
Stratford upon Avon.

David Robert Lester,
1 Friendly Gardens,
Frankton,
Warwickshire CV23 9NY.

Dated: 14th April 2000

Witness to the above Signatures:

Name: Lynda Jane Clarke

Address 302 Myton Road, Warwick

Occupation: Secretary.