

Company No: 6849155

The Companies Acts 1985 to 2006

**C O M P A N Y L I M I T E D B Y G U A R A N T E E A N D
N O T H A V I N G A S H A R E C A P I T A L**

Memorandum of Association

of

NORTH WEST FED

Registered on the Seventeenth day of March 2009
Amended on 16th September 2009

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

NORTH WEST FED

1. The name of the Association (hereinafter called “the Company”) is North West Fed.
2. The registered office of the Company will be situated in England.
3. The company is established to promote the efficiency and effectiveness of charities and the effective use of charitable resources for the benefit of the public by:
 - 3.1 Advancing the education of people who work or volunteer or govern in museums, galleries and heritage sites in North West England and the Isle of Man in order to assist staff and volunteers to deliver a high quality experience to visitors.
 - 3.2 To promote a better understanding of the benefits that these institutions bring to members of the public visiting or living in the region.
4. In furtherance of the said objects, but not further or otherwise, the Company shall have the powers:
 - (a) to establish a network of Associate Members from those who support the aims of the Company;
 - (b) to manage, provide and promote training and work force development events and programmes for staff and volunteers working in museums, galleries, heritage and related fields;
 - (c) to organise and promote skill sharing and information sharing;
 - (d) to carry out research and to publish or otherwise disseminate the results;
 - (e) to advocate for and promote the work of the museums, galleries and heritage sector;
 - (f) to provide grants, particularly for the professional development of museum, gallery and heritage staff and volunteers;
 - (g) to purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings and all other items of every description required for use in connection with or for the purpose of all or any of the objects of the Company;
 - (h) to co-operate and enter into arrangements with any authorities, national, local or otherwise;

- (i) to accept subscriptions, donations, endowments, devices and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property and any rights and privileges and to maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage and such real or personal estate; and subject to such consents as may be required by law, improve, manage, develop, exchange, mortgage, charge, sell, let or otherwise deal with any of the property of the Company;
- (j) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of grants, donations, subscriptions or otherwise;
- (k) to receive loans at interest and to provide security for loans or otherwise and to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company as may be necessary or convenient for the work of the Company;
- (l) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, cheques and other instruments, and to operate bank accounts;
- (m) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (n) to invest the moneys of the Company not immediately required for its objects 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 may for the time being be imposed or required by law and subject also as hereinafter provided;
- (o) to make donations for social and charitable purposes either in cash or assets for the furtherance of the objects of the Company to which the Company may deem expedient;
- (p) to establish and support or aid in the establishment and support of any other charity, company, co-operative or other organisation which shall advance the objects or interests of the Company;
- (q) to employ, contract and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- (r) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependents;
- (s) to amalgamate with any companies, institutions, societies or associations in order to further the objectives of the Company;

- (t) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (u) to establish where necessary local branches (whether autonomous or not);
- (v) to carry on any other activities whatsoever which can in the opinion of the Company be advantageously carried on by the Company; and
- (w) to do all such other lawful things as shall further the above objects or any of them.

Provided that:-

- (i) 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; and
- (ii) 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. The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or otherwise howsoever by way of profit to the Members of the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any Member, Officer or servant of the Company (not being a Director) for any services rendered to the Company;
- (b) of interest on money lent by any Member of the Company or any Director at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by the Board or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Company;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any Director of reasonable out-of-pocket expenses incurred while carrying out his or her duties;
- (f) of all usual professional or other charges to a Director, being a solicitor or other person engaged in any profession or business, for any business or

act entered by him or her, or his or her firm, to the Company, provided that:

(i) no Director is paid for carrying out the work of a Director;

(ii) the remuneration or other sums paid do not exceed an amount that is reasonable in all the circumstances;

(iii) the Director declares his or her interest and is not present at any discussion of the contract and does not count towards a quorum of the meeting and does not vote on the decision;

(iv) the other Directors are satisfied that it is in the interests of the Company to contract the Director rather than a person who is not a Director and that the reasons for the decision are recorded in the minutes.

(g) the purchase of indemnity insurance for the Directors against any liability that by virtue of any rule of law would otherwise attach to a Director or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the charitable company but excluding:

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Company that result from conduct that the Director or other officer knew or ought to have known was not in the best interests of the Company or in respect of which the person concerned did not care whether that conduct was in the best interests of the Company or not.

6. The liability of the Members is limited.

7. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company 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 Association's debts and liabilities contracted before he or she ceases to be a Member, and of the costs charges and expenses of winding up.

8. If the Company 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 amongst the Members of the Company but shall be given or transferred to some other charity having similar objects which prohibits the distribution of its or their income and property to an extent at least as great as that imposed on the Company by this Memorandum, chosen by the Members of the Company at or before the time of dissolution, and if that cannot be done then to some other charitable purpose.

NAMES AND ADDRESSES OF SUBSCRIBERS:

Dated this _____ day of _____ 20

Name:

Address:

.....

Signature:

Witness to the above signatures:

Name:

Address:

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Signature:Date: