

Memorandum of Association
for the Charitable Company

Llangollen Museum

This Memorandum is an unchanged copy of
the Model Memorandum of Association supplied by the
Charities Commission – Form GD1,

with the exception of the insertion of
Objects 4.1 to 4.4

and

a change in item 7 where each members liability
has been changed from £10 to £1

The Companies Act 1985 and 1989
Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of

LLANGOLLEN MUSEUM

1. The Company's name is **Llangollen Museum** (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 ("the Objects") are to establish and maintain a permanent museum of local history in Llangollen.
4. In furtherance of the Objects but not otherwise, the Charity may exercise the following powers:
 - 4.1 to advance education by the establishment and maintenance of a museum of local history in Llangollen.
 - 4.2 to provide archive space for artefacts, maps, documents and photographs relevant to Llangollen and the surrounding area and to make those items available to the public, either through a handling archive or through access to the original items, for education and research;
 - 4.3 to pursue ancillary and associated activities that further the Objects of the Museum and promote the public use of the museum;
 - 4.4 to promote public interest in the heritage of Llangollen and the surrounding area;
 - 4.5 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;
 - 4.6 to raise funds and to invite and receive contributions; provided that in raising funds the Charity shall conform to any relevant statutory regulations;
 - 4.7 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - 4.8 subject to clause 5 below to contract such services as are necessary for the proper pursuit of the Objects;
 - 4.9 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - 4.10 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;
 - 4.11 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, and

- 4.12 to do all such other lawful things as are necessary for the achievement of the Objects.
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 trustees 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;
- 5.1 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;
- 5.2 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;
- 5.3 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 less than the published base lending rate of a clearing bank to be selected by the trustees;
- 5.4 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;
- 5.5 of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee;
- 5.6 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 organisation, charity or charities having objects similar to the Objects which prohibits the distributions 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.

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

Signature	Name	Address
	Rita Coleman	Y Pandy, Pentredŵr, Llangollen LL20 8DD.
	David Crane	Hendre, Tan-y-Fron Lane, Eglwyseg, Llangollen LL20 8EL.
	Gwyn Jenkins	Fron Hyfryd, Vicarage Road, Llangollen LL20 8HF.
	Mavis Jenkins	Fron Hyfryd, Vicarage Road, Llangollen LL20 8HF.
	Liz Keane	22 Regent Street, Llangollen LL20
	Anna Meyers	17 Bishop's Walk, Llangollen LL20 8RZ
	Alan Pearson	The Pines, Abbey Road, Llangollen LL20 8SW
	Pat Pearson	The Pines, Abbey Road, Llangollen LL20 8SW
	Keith Sullivan	1 Royal View, Wharf Hill, Llangollen LL20 8TH.
	Janet Wakefield	1 Royal View, Wharf Hill, Llangollen LL20 8TH.

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation