

6859140

323276 1/20 00

CHARITY LAW ASSOCIATION

MODEL MEMORANDUM & ARTICLES OF ASSOCIATION  
FOR A CHARITABLE COMPANY (2<sup>nd</sup> edition)

COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF THE HERNE BAY PIER TRUST


1 NAME

The name of the Chanty is THE HERNE BAY PIER TRUST (the "Chant")

2 REGISTERED OFFICE

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

THURSDAY SATURDAY



\*A23MH76V\*  
A64 07/02/2009 13  
COMPANIES HOUSE

---

\*A509Y10Z\*  
A37 24/07/2008 232  
COMPANIES HOUSE

3 OBJECTS

The Objects are

- 3 1 The preservation, renovation, reconstruction and enhancement of Herne Bay Pier and the surrounding area ("the Pier") as a building of special architectural and historical interest, and
- 3 2 The promotion and use of the Pier for recreational ~~and educational~~ purposes and as a community and heritage building for the general use and benefit of all the inhabitants of and visitors to the town of Herne Bay and the surrounding area

As amended by a  
Special Resolution dated  
05 February 2009. 2424427 04

## 4 POWERS

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

- 4 1 To promote or carry out research
- 4 2 To provide advice
- 4 3 To publish or distribute information
- 4 4 To co-operate with other bodies
- 4 5 To support, administer or set up other charities
- 4 6 To raise funds (but not by means of **taxable trading**)
- 4 7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4 8 To acquire or hire property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**)
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure
- 4 12 To deposit or invest funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification)
- 4 13 To delegate the management of investments to a financial expert, but only on terms that
  - 4 13 1 the investment policy is set down in **writing** for the financial expert by the Trustees,
  - 4 13 2 every transaction is reported promptly to the Trustees,
  - 4 13 3 the performance of the investments is reviewed regularly with the Trustees,
  - 4 13 4 the Trustees are entitled to cancel the delegation arrangement at any time,
  - 4 13 5 the investment policy and the delegation arrangement are reviewed at least once a **year**,
  - 4 13 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 Trustees on receipt, and
  - 4 13 7 the financial expert must not do anything outside the powers of the Trustees

- 4 14 To arrange for investments or other property of the Chanty to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required
- 4 15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required
- 4 16 To insure the property of the Chanty against any foreseeable risk and take out other insurance policies to protect the Chanty when required
- 4 17 To pay for **indemnity insurance** for the Trustees
- 4 18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4 19 To enter into contracts to provide services to or on behalf of other bodies
- 4 20 To establish or acquire subsidiary companies to assist or act as agents for the Chanty
- 4 21 To pay the costs of forming the Chanty.
- 4 22 To do anything else within the law which promotes or helps to promote the Objects

## 5 **BENEFITS TO MEMBERS AND TRUSTEES**

- 5 1 The property and funds of the Chanty must be used only for promoting the Objects and do not belong to the **members** but
  - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Chanty and receive reasonable payment for goods or services supplied,
  - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Chanty,
  - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Chanty, and
  - 5 1 4 members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Chanty except
  - 5 2 1 as mentioned in clauses 4 17 (indemnity insurance), 5 1 2 (interest), 5 1 3 (rent) or 5 1 4 (charitable benefits),

- 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Chanty,
- 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Chanty (including the costs of a successful defence to criminal proceedings),
- 5 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
- 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5 3 A Trustee may not be an employee of the Chanty and a Trustee or a **connected person** may not enter into a contract with the Chanty to supply goods or services in return for a payment or other material benefit
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee he or she must
  - 5 4 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,
  - 5 4 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,
  - 5 4 3 not be counted in the quorum for that part of the meeting, and
  - 5 4 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 Chanty is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 00 towards the costs of dissolution and the liabilities incurred by the Chanty while he or she was a member

## **8 DISSOLUTION**

- 8 1 If the Chanty 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
- 8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
  - 8 1 2 directly for the Objects or for charitable purpose which are within or similar to the Objects,
  - 8 1 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

**NAMES & ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF SUBSCRIBERS**

Name SUSAN FRANCES AUSTEN  
Address 108 CENTRAL PARADE  
HERNE BAY  
KENT  
CT6 5JL



Witnessed by

Name DAVID REED  
Address 2 HARBLEDDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

David Reed 7/7/08

Name GRAHAM COOPER  
Address 105 BELTINGE ROAD  
HERNE BAY  
KENT  
CT6 6NS

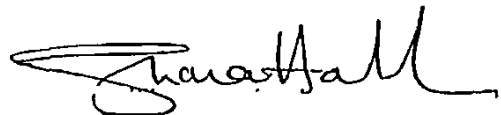


Witnessed by

Name DAVID REED ... ..  
Address 2 HARBLEDDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

David Reed 7/7/08

Name SHONA ISABELLA MAUDE HALLEY  
Address GARDEN COTTAGE  
194 MORTIMER STREET  
HERNE BAY  
KENT  
CT6 5DT



Witnessed by

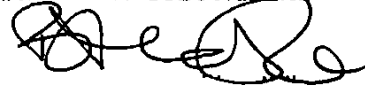
Name DAVID REED  
Address 2 HARBLEDDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

David Reed 7/7/08

**NAMES & ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF SUBSCRIBERS**

Name BEVERLY ANN HARDSTONE  
Address LAWN COTTAGE  
OXENDEN SQUARE  
HERNE BAY  
KENT  
CT6 8TN



Witnessed by

Name DAVID REED .. David Reed 7/7/08  
Address 2 HARBLEDOWN PARK, CANTERBURY, CT2 8NA  
Occupation LOCAL GOVERNMENT OFFICER ..

Name JULIAN WILLIAM ROBERT MARTYN FRANK JENNINGS  
Address SAXBY HOUSE  
104 CENTRAL PARADE  
HERNE BAY  
KENT  
CT6 5JL



Witnessed by

Name DAVID REED David Reed 7/7/08  
Address 2 HARBLEDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

Name MAJID EL KHOURY  
Address CORNER FARM  
MAYPOLE LANE  
HOATH  
CANTERBURY  
KENT CT3 4LJ



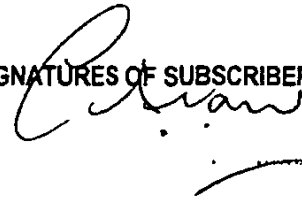
Witnessed by

Name DAVID REED David Reed 7/7/08  
Address 2 HARBLEDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

**NAMES & ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF SUBSCRIBERS**

Name CYRIL JOHN LAW  
Address 29 ALEXANDRA ROAD  
WHITSTABLE  
KENT  
CY5 4LR



Witnessed by

Name DAVID REED ...  
Address 2, HARLESDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

David Reed 7/7/08

Name PETER JOHN LEE  
Address 12 SUNNINGDALE WALK  
HERNE BAY  
KENT  
CT6 7TR

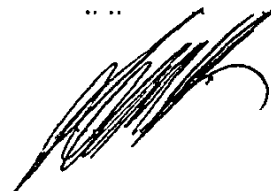


Witnessed by

Name DAVID REED  
Address .. 2 HARLESDOWN PARK, CANTERBURY, CT2 8NR ...  
Occupation LOCAL GOVERNMENT OFFICER ....

David Reed 8/7/08

Name ROGER TERRY MATTHEWS  
Address FLAT 1  
42 BELTINGE ROAD  
HERNE BAY  
KENT CT6 6BU



Witnessed by

Name DAVID REED  
Address 2, HARLESDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

David Reed 7/7/08



**NAMES & ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF SUBSCRIBERS**

Name ANDREW CHARLES NEWELL  
Address 30 GORDON ROAD  
HERNE BAY  
KENT  
CT6 5QT

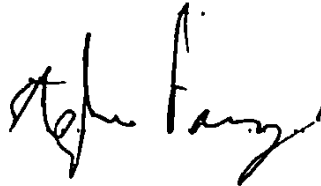


Witnessed by

Name DAVID REED  
Address 2 HARBLEDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

*David Reed 7/7/08*

Name STEPHEN LLOYD PARRY  
Address WALNUT TREE FARM  
HIGHSTEAD  
CANTERBURY  
KENT CT3 4LX



Witnessed by

Name DAVID REED  
Address 2 HARBLEDOWN PARK, CANTERBURY, CT2 8NR  
Occupation LOCAL GOVERNMENT OFFICER

*David Reed 7/7/08*

Dated 8th July 2008