

*The Companies Acts 1985 and 1989*

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

## **Memorandum of Association**

OF

## **WEST STREET POTTERS**

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1. The name of the Company (hereinafter called "the Association") is "WEST STREET POTTERS"
2. The registered office of the Association is to be situated in England and Wales.
3. The objects for which the Association is established are  
See Separate Page - Continuation Sheet 1A

**West Street Potters**

**The objects for which the Association is established**

- A) To continue the tradition of the West Street Potters, an organisation which originated in Farnham some fifty years ago, to advance the skills, knowledge and expertise of local potters.
- B) To create opportunities for its members to acquire skills, knowledge and appreciation of pottery and ceramics and to benefit from the ideas and experience of other members.
- C) To set up and organise a pottery workshop.
- D) To organise both tutored and untutored workshop sessions for the members of the Association.
- E) To organise courses, lectures and demonstrations, which may be in cooperation with other organisations, to which the public may be invited.
- F) To hold exhibitions for the benefit of the members and the public.
- G) To maintain or form links with other organisations with similar interests.
- H) To cooperate with any local or public authority or other body concerned to achieve the objects of the Association
- I) To raise funds by subscriptions, donations, grants, loans or otherwise for the proper purposes of the Association; to invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to conditions and to carry out any condition imposed on any gift which may be accepted provided only that such conditions are within the objects of the Association
- J) To arrange, organise, enter into and carry out contracts in the furtherance of the objects of the Association.
- K) To recruit, engage, employ and remunerate staff for the furtherance of the objects of the Association

*David T. Emery*

*15th March 1999*

*Am. P. Datsan*

*15 March 1999*

*Am. P. Datsan*

*15th March '99*

And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely: —

- (A) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
- (B) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association.
- (C) To undertake and execute any charitable trusts which the Association may lawfully undertake.
- (D) To borrow or raise money on such terms and on such security as may be thought fit.
- (E) To invest the moneys of the Association not immediately required for its purposes 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.
- (F) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- (G) To do all such other things as are incidental to the attainment or furtherance of the said objects or any of them.

Provided that: —

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Association's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

- (iii) In the case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 Council of Management or Governing Body of the Association 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 they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissions over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association.

Provided that nothing herein shall prevent the commencement or termination of payment in good faith by the Association -

(A)(i) of reasonable and proper remuneration to any member, officer or servant of the Association for any authorised services rendered to the Association.

(ii) of reasonable and proper remuneration to any member of the Council of Management or Governing Body of the Association for any services rendered to the Association provided that:

a) such member shall not be present at or take part in any authorised discussion or decision relating to such remuneration;

b) any decision to remunerate such a member shall be taken unanimously by all the other members of the Council of Management or Governing Body for the time being and entitled to vote, whether in person or by proxy, at the meeting at which the decision is made;

c) the other members of the Council of Management or Governing Body are satisfied that the level of remuneration is reasonable and proper having regard to the services being or to be rendered by such member to the Association;

d) the other members of the Council of Management or Governing Body are satisfied that the services rendered to the Association are of special value to the Association having regard to such member's ability, qualifications or experience and/or to the level of remuneration for which he/she has agreed to provide them

(B) of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;

(C) to any member of its Council of Management or Governing Body of authorised out of pocket expenses.

5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, which would have the effect that the association shall cease to be a company to which section 30 of the Companies Act 1985 applies. \*

6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £5.00) to the assets of the Association if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he 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.

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\* See sections 30 and 31 of the Companies Act 1985.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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Dr DAVID TIDMARSH,  
PINE HOUSE, QUARRY LANE, YATELEY,  
HAMPSHIRE, GU46 6XW.

MICHAEL ~~David Tidmarsh~~  
Mr IAN TITCHENER,  
BARNFIELD, THE AVENUE, ROWLEDGE,  
FARNHAM, SURREY, GU10 4BD.

Mrs ANN PATRICIA WATSON,  
BURNT STOCKS, SANDS ROAD, THE SANDS,  
FARNHAM, SURREY, GU10 1PX.

Ann P. Watson

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Dated 15<sup>th</sup> March 1999

Witness to the above Signatures —

JESWARD  
JANE CAROLINE SWEED  
5 Castle Street  
Farnham Surrey