

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITALMEMORANDUM OF ASSOCIATION
OF
NAUTICAL MUSEUMS TRUST LIMITED

1 The name of the Company (hereinafter called "the Trust") is "NAUTICAL MUSEUMS TRUST LIMITED"

2. The registered office of the Trust will be situate in England.

3 The object of the Trust is to advance the education of the public in maritime and coastal geology, environment, history and archaeology by the provision of a museum or museums as is considered necessary. In furtherance of the above-mentioned object the Trust shall have the following powers:-

(a) To promote and preserve for the benefit of the public maritime and coastal heritage objects of importance in a museum or museums.

(b) To acquire exhibits for the museums and carry out restoration and research in relation to the same for the purpose of public display of the said exhibits and education of the public by this dissemination of the useful results of the research conducted and to carry out works for the improvement and development of the museums

(c). To create lectures, conferences, symposia, training courses, film shows and publications for the better public understanding of the surviving traces of maritime history, archaeology and coastal heritage.

(d). To encourage the protection of maritime history and coastal heritage sites and important objects therefrom

(e). Subject to the provisions of Section 14 of the Companies Act, 1948, and to the provisions hereinafter contained as to any property subject to the jurisdiction of the Charity Commissioners of England and Wales, to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges the acquisition of which the Trust may from time to time think necessary for the promotion of its objects or any of them, and to construct, maintain, add to, improve furnish, equip and alter any building or erection necessary for the work of the Trust.

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- (f) To sell, let, mortgage, turn to account, manage and improve all or any of the property or assets of the Trust subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages, easements or other benefits for the time being attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Trust may be obliged or required or ought to do as the owner of such property or assets provided always that the Trust shall create no mortgage, charge, pledge or any encumbrance (other than those arising by operation of law) over any exhibit or material comprised in or acquired for the purposes of display in the Museum and provided further that no such exhibit or material shall be disposed of unless it is offered first to any charitable institution, museum, school, college or university by exchange, gift or private treaty sale before such exhibits or materials are offered for sale to the public by auction or in any other manner.
- (g) To obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method, and, subject to the provisions of the said Section, to accept and receive any gifts or property of any description, whether subject to any special trust or not, for any one or more of the object of the Trust.
- (h) To act as trustees and to undertake and execute any charitable trust which may lawfully be undertaken by the Trust and may be necessary for the attainment of its objects, and to perform any services in furtherance of the objects of the Trust, gratuitously or otherwise.
- (i) To retain or employ professional or technical advisers or workers other than a Trustee in furtherance of the objects of the Trust and to pay such fees for their services as are reasonable.
- (j) To employ any company, person or firm (other than a Trustee) to manage or assist in the day-to-day management of the Trust and of the Trust's Property or any part thereof subject always to the control and supervision of the Trustees and upon such reasonable terms as the Trustees think fit and to employ and pay a secretary and such other officials or staff as the Trustees may in their discretion from time to time determine and to fix such salaries subject always to Clause 4 hereof as the Trustees may deem proper and to enter into any service agreements which they shall consider necessary or desirable including power to determine any such employment upon such terms as the Trustees may decide.

- (k) To take such steps by person or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Trust to carry out any of its objects which may require such assistance.
- (l) Subject to such consents as may be required by law and to the limitation provided by Clause 3(e) above to borrow, or raise money for the purposes of the Trust on such terms and in such manner as may be thought fit.
- (m) To subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects.
- (n) To make any charitable donation either in cash or assets which the Trust may deem expedient.
- (o) To invest the moneys of the Trust 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.
- (p) To procure and print, publish, issue and distribute gratuitously or otherwise, newspapers, periodicals books, pamphlets, leaflets, advertisements, appeals or other literature.
- (q) To establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporate, established for charitable purposes only and for the purpose of promoting any objects of the Trust to co-operate with manufacturers, dealers or other traders, and with the press and other sources of publicity.
- (r) To transfer or make over with or without valuable consideration any part of the property or assets of the Trust not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by this Memorandum upon the Trust.
- (s) To amalgamate, federate, affiliate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Trust, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum upon the Trust.

- (t) To purchase take on lease or in exchange, hire or otherwise acquire and take over (so far as lawfully may be) and to hold any real or personal property and rights or privileges which the Trust may think necessary for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary for the work of the Trust.
- (u) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- (v) To insure the Trust and the Trust's property against such risks as the Trustees of the Trust for the time being shall consider it prudent or necessary to insure against.
- (w) To make by-laws, rules and regulations with regard to the affairs or the management of the Trust.
- (x) To co-operate with and render financial and other assistance to associations, whether incorporated or unincorporated, the objects of which are exclusively charitable and are of a nature likely to promote the objects of the Trust, but so that nothing herein shall authorise the application of the funds of the Trust to any objects not exclusively charitable.
- (y) To pay out of the Funds of the Trust the costs, charges and expenses of and necessary for the formation and registration of the Trust.
- (z) To do all or any of the above things in any part of the world, and as principals, agents, trustees or otherwise, and by or through trustees, agents or otherwise.
- (zi) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that the objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust 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 Board of Trustees of the Trust shall be chargeable for such property as 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 extent as they would as such Board of Trustees have been if no incorporation had been effected, and

the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners over such Board of Trustees, but they shall, as regards any such property by subject, jointly and separately to such control or authority, as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Trust shall be applied solely towards the promotion of its object as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Trust and no member of its Board of Trustees shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust provided that nothing herein shall prevent any payment in good faith by the Trust:-
 - (a) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a member of its Board) for any services rendered to the Trust.
 - (b) of interest on money lent by any member of the Trust or of its Board at a rate per annum not exceeding 2% less than the minimum lending rate prescribed for the time being by the Bank of England, or $\frac{3}{4}\%$ whichever is the greater
 - (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of its Board
 - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Trustees may be a member
 - (e) to any member of its Board of Trustees of out-of pocket expenses
5. The fourth and ninth paragraphs of this Memorandum contain conditions on which a licence is granted by the Department of Trade to the Trust in pursuance of Section 19(1) of the Companies Act, 1948.
6. The liability of the members is limited.
7. Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust 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, such amount as may be required not exceeding one pound.

8. If upon the winding-up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charitable institution or institutions, having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
9. True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Trust; 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 Trust for the time being in force, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Trust shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Peter Marsden, 21 Meadow Lane, Lindfield, Sussex	Archaeologist
Bill Walker Little Summit, Haslemere, Surrey	Co. Director
Carlyon Bay House & Gardens, London SW1	Member of Parliament
Highgate, Haverhill, Wotton Farm, Bodiam, Sussex	Barrister.
Kee. B. Cowden 38 Gayton Rd. London NW.3.	Shipwreck Researcher.
Dr. B. B. B. 18, Fishpool St. St Albans, Herts	Solicitor
Eric LeFevre 77 The Mint, Rye, E. Sussex	Architect

Dated the 16th day of March 1982

Witness to the above signatures:-

RCD Baldwin Stokes (Haggs) Burwash Wood, E Sussex
Museum Administrator.