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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION  
of  
THE ROYAL BATH & WEST OF ENGLAND SOCIETY

Incorporated the 23 day of May 1994

1. The name of the company is The Royal Bath & West of England Society (hereinafter called "the Society")

2. The Registered Office of the Society will be situated in England and Wales

3. The object for which the Society is established is the promotion of agriculture and for the purposes of this Memorandum agriculture shall include the science or occupation of cultivating and planting up land, rearing plants, crops, trees of whatsoever nature, rearing livestock and all aspects of farming and conservation and without prejudice to the generality of the foregoing to encourage skill and industry in agriculture and in all allied trades, craft and professions connected with the rural economy. In furtherance of such object but not further or otherwise the Society shall have the following powers: -

3.1 to take over the whole of the real and personal property belonging to and to undertake all the liabilities of the unincorporated Association known as The Royal Bath & West of England Society whose principal office is situate at The Showground Shepton Mallet Somerset ("the Showground") and the objects of which are the same as those set out in Clauses 2 3 4 and 5 of this Clause 3



- 3.2 to hold exhibitions and competitions of :
- 3.2:1 agriculture    agricultural implements and such other articles connected with agriculture; and
  - 3.2:2 manufactures; and
  - 3.2:3 commerce; and
  - 3.2:4 rural crafts
- at the Society's permanent showground at Shepton Mallet or elsewhere
- 3.3 to conduct or assist financially practical or scientific research in agriculture    manufactures    commerce and rural crafts
- 3.4 to promote technical education in agriculture manufactures commerce and rural crafts by providing means of systematic instruction or scholarships
- 3.5 to publish for circulation a journal or any other publication connected with agriculture    manufactures commerce and rural crafts
- 3.6 to purchase or acquire by gift or otherwise and act as trustees or managers of any real or personal property and rights or privileges attaching thereto and to construct maintain and alter buildings or erections thereon and to grant leases of any or all of the same and to receive the rents and income derived therefrom
- 3.7 to do all such acts and things as may be deemed necessary for imparting instruction and for the encouragement of study education and learning

- 3.8 to act as trustees or managers of any endowment bequest or gift for agricultural purposes for manufacturers for commerce and for rural crafts
- 3.9 to receive voluntary donations and subscriptions for any of the purposes of the Society
- 3.10 subject to such consents as may be required by law to sell let or mortgage dispose of or turn to account all or any of the property or assets of the Society
- 3.11 to purchase or otherwise acquire plant and machinery including computer hardware and software furniture fixtures fittings and all other effects of every description and to apply for registration of any patents rights copyrights licences and the like
- 3.12 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law
- 3.13 to take and accept any gift of money property or other assets whether subject to any special trust or not
- 3.14 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 Society in the shape of donations subscriptions or otherwise
- 3.15 to draw make accept endorse discount execute and issue promissory notes bills cheques and other instruments and to operate bank accounts
- 3.16 to invest the moneys of the Society 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

- 3.17 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions
- 3.18 to undertake and execute charitable trusts
- 3.19 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise organise carry on the work of and advise the Society and subject to the provisions of Clause 4 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees of the Society and their wives husbands and other dependants
- 3.20 to amalgamate with any companies institutions societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Society which prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Society by this Memorandum of Association
- 3.21 to pay out of funds of the Society the costs charges and expenses of and incidental to the formation and registration of the Society

3.22 to provide Indemnity Insurance for the directors out of the income of the Society provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not

3.23 to do all such other things as shall further the attainment of the objects of the Society or any of them

Provided That:

3.23:1 In case the Society shall take or hold any property which may be subject to any trusts the Society shall only deal with or invest the same in such manner as allowed by law having regard to such trusts

3.23:2 The Society's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

4. The income and property of the Society 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 or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the Society and no Director of the Society shall be appointed to any office of the Society paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Society

Provided That nothing herein shall prevent any payment in good faith by the Society:

- 4.1 of reasonable and proper remuneration to any member officer or servant of the Society (not being a Director) for any services rendered to the Society and of travelling expenses necessarily incurred in carrying out the duties of any member officer or servant of the Society
- 4.2 of interest on money lent by a Council Member or Director of the Society at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Society's clearing bankers or 3% whichever is the greater
- 4.3 to any Director of reasonable out-of-pocket expenses
- 4.4 of fees remuneration or other benefit in money or money's worth to a company of which a member of the Society or a Director may be a member holding not more than one hundredth part of the capital of such Company
- 4.5 of the usual professional and other charges for business transacted and acts done by any Director (being a lawyer accountant or other person engaged in a profession or a business) or by any partner of his or hers or employee of the firm in which such Director is a partner or any company of which he or she may be a member, when instructed by the other Directors so to act in that capacity on behalf of the Society
- 4.6 of reasonable and proper rent for premises demised or let by any member of the Society or any Director
5. The liability of the members is limited

6. Every member of the Society undertakes to contribute to the assets of the Society in the event of the same 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 Society 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 (£1.00)

7. If upon the winding up or dissolution of the Society 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 Society but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Society and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Society under or by virtue of Clause 4 hereof such body or bodies to be determined by the members of the Society at or before the time of dissolution and in so far as effect cannot be given to such provisions then to some other charitable body

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

Dated this                      day of                      1994

Witness to the above signatures