

No. 3070670

THE COMPANIES ACT 1985

CHARITABLE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

THE NATIONAL FOOTBALL MUSEUM
(including all amendments up to the 8th day of November 1995)

Addleshaw Sons & Latham
Manchester



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE NATIONAL FOOTBALL MUSEUM

1 Name

- 1.1 The name of the Company (hereinafter called "the Museum") is "The National Football Museum".

2 Registered office

- 2.1 The registered office of the Museum will be situate in England.

3¹ Objects

- 3.1 The objects for which the Museum is established are to advance the education of the public in the history and development of Association Football and its antecedents, in particular by establishing a museum for the permanent exhibition and preservation of items of educational and/or historic value and the Museum shall have the following powers exercisable in furtherance of its said objects but not otherwise:

1* Pursuant to a Special Resolution of the Company passed on the 8th day of November 1995 the existing clause 3 was replaced.



- (a) the acquisition, collection, conservation, restoration, repair, preservation and exhibition of memorabilia, objects and collections relating to Association Football and other sporting pursuits of interest or importance, whether historic, educational, sporting, social or otherwise;
- (b) the establishment, acquisition, management and maintenance of museums, galleries, libraries and other places where such purposes may be achieved;
- (c) to employ or retain on a full time or part time basis, and on such terms as to pay and other conditions of employment as may be thought fit, or on a voluntary basis, any persons qualified to assist or experienced or skilled in assisting in the provision of any of the activities of the Museum;
- (d) to purchase, take on lease or licence, hire or otherwise acquire real and personal property and any rights and privileges whether in the United Kingdom or elsewhere which shall be necessary or convenient for the promotion of the objects of the Museum or any of them; and to maintain, construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Museum;
- (e) to sell, let, sub-let, licence occupation or use of, mortgage, dispose of and in any way turn to account or otherwise deal in all or any part of the property or assets of the Museum for or without any consideration and subject to such terms and conditions as may be thought fit;
- (f) to issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the objects of the Museum

or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise; and to receive gifts by will or inter vivos of property of any description, whether or not subject to any express trusts;

- (g) to promote or undertake research and experimental work and to formulate, prepare and establish schemes therefor and to disseminate the useful results thereof;
- (h) to procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets and other documents;
- (i) to enter into any contract of insurance howsoever in respect of any matter in which the Museum has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection with any real or personal property in which the Museum has any interest;
- (j) to establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Museum, be calculated directly or indirectly to benefit the Museum or any such persons, or may be connected with any place where the Museum carries on business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance

the interests of the Museum or to benefit such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Museum or of any of its businesses or of any company which was or is for the time being a subsidiary (as defined by section 736 Companies Act 1985) of the Museum or is otherwise associated with the Museum or any of its businesses or who are or were at any time directors or officers of the Museum or of such other company or business as aforesaid or holding or who hold or who held any salaried employment or office in the Museum or such other company or business, and the families (including former spouses) of them or any person who is or was dependent on them;

- (k) to borrow or raise money in such amounts and manner and on such terms as the Museum shall think fit and when thought desirable to execute and issue security of such kind subject to such conditions, for such amount, and payable in such place and manner, and to such person as may be thought expedient to promote the objects of the Museum, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debenture, debenture stock (perpetual or otherwise), mortgages, charges or securities over the whole or any part of its assets, present or future, 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;
- (l) to make charges, including nominal or no charges, in respect of entrance to the Museum or in respect of any of the activities of the Museum;

- (m) to receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Museum;
- (n) to make, draw, accept, exchange, endorse, negotiate, issue or execute promissory notes, bills of exchange or other negotiable instruments or payment orders, for the purpose of or in connection with the objects of the Museum;
- (o) to invest and deal with the moneys of the Museum not immediately required in such manner as the Museum may from time to time determine 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 establish, promote or assist companies and other bodies (incorporated or unincorporated) with charitable objects similar to those of the Museum for the acquisition of any part of the property or liabilities of the Museum with or without valuable consideration or for no consideration or to carry on any authorised activity of the Museum or for any other charitable purpose directly or indirectly calculated to benefit the Museum in the furtherance of its objects;
- (q) to federate, amalgamate or combine wholly or in part with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated the objects of which are wholly charitable;

- (r) to act as trustees and to undertake and execute or to create any charitable trust and to support or subscribe to or assist financially or otherwise any charitable fund, body or institution and if deemed desirable for such purpose to enter into any covenant to pay any sums of money periodically to any charitable fund, body or institution;
- (s) to purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Museum may amalgamate, co-operate or federate;
- (t) to co-operate and co-ordinate with representatives of other registered charities, voluntary organisations and statutory authorities in achieving the said objects or any of them;
- (u) to pay out of the funds of the Museum the costs of forming and registering the Museum;
- (v) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Museum or any other company which is a subsidiary or subsidiary undertaking of the Museum or in which the Museum has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Museum or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;
- (w) 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; and

- (x) to do all such other lawful things as shall further the attainment of the objects of the Museum or any of them.

Provided that:

- (i) In case the Museum shall take or hold any property which may be subject to any trusts, the Museum shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Museum's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Museum shall take or hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Museum 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 directors of the Museum ("the trustees") shall be chargeable for any such property that may come into their hands and be answerable and accountable for their 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 trustees have been if no incorporation had been effected, and the incorporation of the Museum shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commission over such trustees, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Museum were not incorporated.

4 Application of income and property

4.1 The income and property of the Museum 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 to transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Museum and no trustee shall be appointed to any office of the Museum paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Museum provided that nothing herein shall prevent any payment in good faith by the Museum:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Museum (not being a trustee) for any services rendered to the Museum;
- (b)^{2*} of interest on money lent by any trustee or member of the Museum at a rate per annum not exceeding two per cent. less than the minimum lending rate for the time being of the Royal Bank of Scotland plc or 2 per cent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any trustee or member of the Museum;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a trustee may be a member holding not more than 1/100 part of the capital of that company; and

^{2*} By Special Resolution passed on 29th August 1995 the words "or Member" were added in the first line of clause 4.1 (b) immediately after the word "trustee".

- (e) of all usual professional or other charges to a trustee, being a solicitor or other person engaged in any profession or business, for any business or act rendered by him or his firm to the Museum.

5 Limited liability

- 5.1 The liability of members is limited.

6 Winding up

- 6.1 Every member of the Museum undertakes to contribute to the assets of the Museum, in the event of the Museum 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 Museum 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 £1.00.
- 6.2 If on the winding up or dissolution of the Museum 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 Museum, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Museum, 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 Museum under or by virtue of clause 4 of this Memorandum of Association, such institution or institutions to be determined by the members of the Museum at or before the time of winding up or dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

[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.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER[S]

Baxi Partnership Limited
Brownedge Road
Bamber Bridge
Preston
PR5 6SN

Laurence King

Preston North End (Holdings) Limited
Lowthorpe Road
Deepdale
Preston
PR1 6RU

Bryan Gray

Dated this5th June..., 1995

Witness to the above signature[s]:

DD Aldred

Dorothy Denise Aldred

Secretary - Preston