



COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

COMPANIES ACTS 1985 AND 1989

* MEMORANDUM OF ASSOCIATION of THE QUILTERS' GUILD OF THE BRITISH
ISLES

- 1 The name of the Association (hereinafter called 'The Guild') is The Quilters' Guild of the British Isles
- 2 The registered office of the Guild will be situated in England and Wales
- 3 The Guild is established to promote, maintain, improve and advance education for the public benefit by promoting and encouraging the appreciation knowledge and understanding of the art, history, heritage and techniques of the allied crafts of patchwork, applique and quilting (hereinafter referred to as "quiltmaking"), and to formulate, prepare and establish schemes therefor, provided that all the objects of the objects of the Guild shall be exclusively charitable.
- 4 In furtherance of the said objects, but not further or otherwise, the Guild shall have power:
 - (a) to write, print or otherwise reproduce and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes on the art of quiltmaking,
 - (b) to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others on the art of quiltmaking.

* Amended pursuant to a special resolution passed at the Annual General Meeting of the Company on 12th April 2008

- (c) to promote research, experimental work, scientific investigation and development into any aspect of the objects of the Guild and its work and to disseminate the useful results of any such research for the public benefit;
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise,
- (e) to accept subscriptions, covenants, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter any of the same as are necessary for any of the objects of the Guild and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- (f) 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 Guild in the shape of donations, subscriptions or otherwise;
- (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Guild;
- (h) subject to such consents as may be required by law, to borrow and raise money for the objects of the Guild on such terms and conditions and on such security as may be thought fit;
- (i) 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;
- (j) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the company or such trade is temporary and ancillary to the carrying out of the said objects,
- (k) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Guild,

- (l) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- (m) to invest the moneys of the Guild not immediately required for its objects 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 be imposed or required by law and subject also as hereinafter provided,
- (n) to make any charitable donation either in cash or assets for the furtherance of the objects of the Guild;
- (o) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Guild;
- (p) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Guild;
- (q) to provide indemnity insurance to cover the liability of the Council which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Guild PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Council in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Council in their capacity as Directors of the Company;
- (r) to employ and pay any person or persons not being members of the Council to supervise, organise, carry on the work of and advise the Guild;
- (s) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;

- (t) to pay, subject to the provisions of Clause 5 hereof reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Guild and their dependants,
- (u) to apply monies in insuring any buildings or other property to their full value,
- (v) to amalgamate with any companies institutions societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Guild and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Guild by this Memorandum of Association,
- (w) to pay out of the funds of the Guild the costs, charges and expenses of and incidental to the formation and registration of the Guild,
- (x) to establish where necessary regional branches or organisations (whether autonomous or not),
- * (xx) to declare (whether over its own property or otherwise), establish, undertake, execute and act as trustee of any charitable trust which in the opinion of the Guild is calculated to further the aims and objectives of the Guild and as such trustee to carry out such trusts on the terms and conditions imposed in the instrument creating the same;
- (y) to do all such other lawful things as shall further the above objects or any of them

5 The income and property of the Guild 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 Guild and no member of its Council shall be appointed to any office of the Guild paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Guild PROVIDED THAT nothing herein shall prevent any payment in good faith by the Guild:

- (a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Guild not being a member of its Council for any services rendered to the Guild;
- (b) of interest on money lent by any member of the Guild or of its Council at a rate per year not less than the minimum lending rate prescribed for the time

being by a clearing bank selected by that Council or 3 per cent whichever is the greater;

- (c) of reasonable and proper rent for premises demised or let by any member of the Guild or of its Council;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council may be a member holding not more than 1/100th part of the capital of that company,
- (e) to any member of its Council of out-of-pocket expenses; and
- (f) of any premium in respect of indemnity insurance to cover the liability of the Council which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Guild PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Council in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Council in their capacity as Directors of the Company,

6 The liability of the members is limited.

7 Every member of the Guild undertakes to contribute to the assets of the Guild, 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 Guild 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 Guild 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 Guild, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the

Guild, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Guild under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Guild at or before the time of dissolution, and in so far as effect cannot be given to such provision then to some other charitable object

* Inserted pursuant to a special resolution passed on 12th April 2008