

COMPANY NUMBER: 6905541

THE COMPANIES ACT 1985

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION OF:

BERKSHIRE GARDENS TRUST

Incorporated 14th day of May 2009

1. The name of the company (hereinafter called **“the Trust”**) is the **Berkshire Gardens Trust**.

2. The Registered Office of the Trust will be situated in England.

3. **DEFINITIONS**

“Berkshire” means the Royal County of Berkshire as presently defined.

“Educational value” in relation to garden land means land which has interest:

3.1 as a work of art;

3.2 for its historic associations;

3.3 for its horticultural, arboricultural or silvicultural qualities or potential;

3.4 for its architecture;

3.5 for its recreational value;

3.6 for its scenic value: and

3.7 for its nature conservation quality or potential

“Garden land” means garden, park land and designed landscape of amenity and educational value, related enclosures, boundaries and earthworks, park and garden buildings, other structures and erections and associated plant, machinery and systems, sculpture, garden and park furniture, ornamental woodland planting, gates, ironwork, drives, paths and roadways, lakes, water courses and meadows and includes land associated by view, management or otherwise with garden land.

“Owner” means the freehold owner of garden land and includes trustees, lessees and mortgagees and any person holding a material estate or interest therein.

Words imparting **“persons”** includes corporations and associations or persons.

Masculine words include the feminine, and singular words the plural.

4. **OBJECTS**

The objects for which the Trust is established for the public benefit are as follows:

- 4.1 To promote the education of the public on matters connected with the history, arts and sciences of Garden land.
- 4.2 To preserve, enhance and re-create for the education and enjoyment of the public, Garden land that may exist or have existed in Berkshire.

5. **POWERS**

In furtherance of the principal objects but not otherwise the Trust shall have power:

- 5.1 To promote and carry out research into subjects connected with the objects of the Trust (including surveys and catalogues of Garden land) and disseminate the useful results thereof;
- 5.2 To promote the understanding of the development of Garden land by means of written, printed and audio visual material for school teachers, educational organisations and institutions, societies and associations and the public at large;
- 5.3 To promote educational visits to Garden land as part of a structured school curriculum and adult education;
- 5.4 To promote courses on the history and design of Garden land;
- 5.5 To establish a reference library and archive material;
- 5.6 To promote the use of school grounds and gardens as an educational resource;
- 5.7 To encourage interest in Garden land by means of school grounds improvement schemes and awards;
- 5.8 To promote the exchange of information with students and relevant authorities and bodies in other countries;
- 5.9 To encourage, where appropriate, physical participation in the protection, conservation and re-creation of garden land to develop practical skills;
- 5.10 To take such steps as are necessary to promote co-operation and understanding between owners, local authorities, government departments, educational organisations and institutions, societies, organisations and charities having relevant educational aims and objects;
- 5.11 To co-operate with, and assist in the restoration, re-creation, maintenance or management of garden land by making available advice and information and technical and financial

assistance (whether by grant, guarantee, loan, or otherwise) for charitable purposes connected with the objects of the Trust and calculated to further them;

- 5.12 To raise funds and to invite and receive contributions from any person by way of subscription, donation or otherwise provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable purposes;
- 5.13 To purchase, take on lease, or exchange, hire or otherwise acquire, any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of its objects and to construct, re-create, repair, maintain, manage, plant, extend and alter Garden land necessary for the promotion of the objects of the Trust;
- 5.14 To employ and remunerate staff, to employ and remunerate agents and to make all reasonable and necessary provision for the payment of pension and superannuation to or on behalf of employees and their widows and other dependents;
- 5.15 Subject to such consents as are necessary, to sell, let, manage, develop, exchange, lease, mortgage, dispose of or turn to account, all or any of the property or assets of the Trust which shall be deemed to be necessary for the furtherance of the objects of the Trust;
- 5.16 To borrow or raise money for the objects of the Trust on such terms and on such security as shall be deemed to be necessary, subject to such consents as may be required by law;
- 5.17 To invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 5.18 To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Trust and which further the objects of the Trust;
- 5.19 To do all such other lawful things as are necessary for the attainment of the objects of the Trust;
- 5.20 To purchase and maintain a policy or policies of insurance to cover any potential liability of the Trustees and other officers of the Trust or of any other person employed by the Trust (as auditor or in any other capacity) which may attach to such person or persons by reason of any acts or omissions relating to the Trust which do not amount to gross negligence or fraud on the part of such person or persons.

Provided that:

- a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - b) The Trust's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations or employees.
 - c) 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 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 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 or the Charity Commissioners over such Board of Trustees but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Trust were not incorporated.
 - d) The Trust shall have regard at all times to the need to secure, improve or control public access to all buildings and land preserved by the Trust but not necessarily to the interior of such buildings of which only the exterior is of particular beauty or historical, architectural or constructional interest.
6. The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust 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 the members of the Trust. No member of the Board of Trustees shall be appointed to any office of the Trust paid by salary or fees or receive remuneration or other benefit in money or money's worth. Provided that nothing herein shall prevent the payment in good faith by the Trust:
- 6.1 of reasonable and proper remuneration to any member, officer or servant of the Trust for any services rendered to the Trust (not being a member of its Board of Trustees, provided nevertheless that a member of the Board of Trustees shall be

entitled to be reimbursed for any reasonable out-of-pocket expenses reasonably incurred in carrying out any business of the Trust);

- 6.2 of interest on money lent by any member of the Trust or of its Board of Trustees or Governing Body at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the Board of Trustees or Governing Body or 3% whichever is the greater;
 - 6.3 of reasonable and proper rent for premises demised or let by any member of the Trust or of its Board of Trustees or Governing Body;
 - 6.4 of fees, remuneration or other benefit in money or money's worth to a Trust of which a member of its Board of Trustees or Governing Body may be a member holding not more than one hundredth part of the capital of such Trust.
7. No such additions, alterations or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall make the Trust a company to which Section 30 of the Companies Act 1985 does not apply.
 8. The liability of the members is limited.
 9. Every member of the Trust undertakes to contribute to the assets of the Trust; 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 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 £1.00.
 10. If upon 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 which are similar to the objects of the Trust 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 Trust under or by virtue of clause 6 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 such provision, then to some other charitable object.

11. 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, of all sales and purchases of property and goods by the Trust 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, 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 subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAME AND ADDRESS OF SUBSCRIBER

Christine Bernadette Therese Hill Williams Honeycroft House, Pangbourne Road, Upper Basildon RG8 8LP	£1
Inderjit Townsend Ingle Spring, Stanford Dingley, Berkshire RG7 6XL	£1
Barend Hendrik Jacobus Viljoen 12 Beech Road, Purley on Thames, Reading RG8 8DS	£1
Liz Ware 21 Duffield Road, Woodley, Berkshire RG5 4RL	£1
Rodney George Stubblefield Tower Lodge, Charters Road, Sunningdale SL5 9QB	£1
Christine Beryl Weightman Heronbrook Cottage, Cheapside, Ascot SL5 7QG	£1

Dated the 27th March 2009.