

THE COMPANIES ACT, 1948

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

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*Memorandum of Association*

OF

OLD HASTINGS PRESERVATION SOCIETY LIMITED

1. The name of the Company (hereinafter called "the Association") is "OLD HASTINGS PRESERVATION SOCIETY LIMITED".
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-
  - (A) (1) To promote the permanent preservation for the benefit of the Nation of buildings of beauty or historic interest, and in particular, such buildings in the County Borough of Hastings.
  - (2) To foster an appreciation of the history of the town of Hastings and to preserve evidence of that history.
  - (3) As ancillary to the foregoing objects which are hereby declared to be the primary objects of the Association and for the purpose only of furthering such primary objects to do all or any of the following things, namely:-
    - (B) Subject to the provisions of Section 14 of the Companies Act 1948, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
    - (C) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
    - (D) To solicit, receive and accept gifts, legacies, bequests, covenants and other donations, including donations given prior to its incorporation.
    - (E) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.

- (F) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (G) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (H) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (I) To apply the money raised or held by the Association towards the preservation and repair of historic buildings in Hastings and elsewhere and for such other charitable purposes as the Association shall think fit.
- (J) To subscribe or guarantee money for purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (K) To employ and remunerate staff; to employ and remunerate agents and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependents.
- (L) To operate and manage the Fishermens Museum situate at Rock-a-Nore, Hastings and any other Museums or exhibitions which promote the objects of the Association.
- (M) To cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise such documentation whether printed, audio or visual as shall further the objects of the Association.
- (N) To enter into or carry out contracts as shall further objects of the Association.
- (O) To promote and carry out or assist in promoting and carrying out research and publishing results thereof as shall further the objects of the Association.
- (P) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Association shall not support with its funds any object, or endeavour to impose on

or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Ministry of Education, the Association 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 Council of Management or Governing Body of the Association 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 Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Ministry of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association 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 Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other

benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute to the assets of the Association, 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 Association 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 five shillings.

7. If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; 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 Association 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 Association 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.

Philip William Cole R.B.A., A.R.C.A.  
Tilekiln, Fairlight, Sussex. Artist.

Frank George Louis Palmer  
"Pine Trees",  
8 Grange Road, Hastings  
Bank Manager

Frederick Augustus Stratford  
54 Linton Road  
Hastings (Jeweller)

Godfrey Reginald Spencer West  
11 High Wickham,  
Hastings. Chartered Surveyor

~~Edith Sarah Penny S.T.D., S.R.N., S.R.M.  
Retiring Nursing Sister  
14 Dudley Road,  
Hastings.~~

J. Manwaring Baines B.Sc., F.S.A., F.R.S.A., F.M.A.,  
F.Z.S.  
138 St. Helens Road,  
Hastings.  
(Curator of The Hastings Museum)

Arthur Clayton Smallwood Hickes,  
Birchcroft, Westfield Lane, St. Leonards-on-Sea.  
Chartered Architect.

DATED this 9th day of September 1958.

WITNESS to the above Signatures :-

Mervyn Parke Dobson B.A. (Oxon).  
Hill House, Hill St., Hastings  
Schoolmaster.