

**THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE**

**Memorandum of Association of
THE TWENTIETH CENTURY SOCIETY LIMITED**

- 1 The company's name is the Twentieth Century Society (the "Society").
- 2 The Society's registered office is to be situated in England.
- 3 The Society's objects (the "Objects") are:
 - (1) To educate the public in the appreciation, knowledge and understanding of the arts, architecture, crafts and design for the period after 1914;
 - (2) To encourage the study of these and of the related social history and to afford advice to owners and public authorities with regard to the preservation and repair of any buildings constructed or designed during this period;
 - (3) To save from needless destruction or disfigurement, buildings or groups of buildings, interiors and artefacts designed or constructed after 1914.
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 - (1) In addition to any other powers it may have, the Society has the following powers in order to further the Objects (but not for any other purpose):
 - (a) to hold meetings, stage exhibitions, arrange lectures or other forms of instruction, produce publications, undertake research, arrange publicity, arrange visits to sites of interest or promote or support campaigns or schemes for saving buildings;
 - (b) to make representations whether by way of support or objection concerning any action or proposed action by any authority, organisation or person affecting a building, work of art or object of interest falling within the period of interest of the Society;
 - (c) to raise funds. In doing so, the Society must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - (d) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - (e) to sell, lease or otherwise dispose of all or any part of the property belonging to the Society. In exercising this power, the Society must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
 - (f) to borrow money and to charge the whole or any part of the property belonging to the Society as security for repayment of the money borrowed. The Society must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
 - (g) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - (h) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

- (i) to establish as branches such Regional Groups as may be seen expedient and from time to time determine the constitution, rights, privileges, obligations and duties of such Regional Groups, and when thought fit, dissolve them. Such Regional Groups may operate only in fulfilment of the Society's objects and not otherwise;
- (j) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Society formed for any of the Objects;
- (k) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (l) to employ and remunerate such staff as are necessary for carrying out the work of the Society. The Society may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;

(m)to:

- (i) deposit or invest funds;
- (ii) employ a professional fund-manager; and
- (iii) arrange for the investments or other property of the Society to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- (n) to provide indemnity insurance for the Directors or any other officer of the Society in relation to any such liability as is mentioned in sub-clause (2) of this clause, but subject to the restrictions specified in sub-clause (3) of the clause;
- (o) to pay out of the funds of the Society the costs of forming and registering the Society both as a company and as a Society;
- (p) to do all such other lawful things as are necessary for the achievement of the Objects, provided that the Society shall not have power to conduct any party political or religious activities.

(2) The liabilities referred to in sub-clause (1)(m) are:

- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Society;
- (b) the liability to make a contribution to the Society's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

(3)

(a) The following liabilities are excluded from sub-clause (2)(a):

- (i) fines;
- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Society that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Society or about which the person concerned did not care whether it was in the best interests of the Society or not.

(b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Society (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Society would avoid going into insolvent liquidation.

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(1) The income and property of the Society shall be applied solely towards the promotion of the Objects.

(2)

(a) A Director is entitled to be reimbursed from the property of the Society or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Society.

(b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Society's expense.

(3) None of the income or property of the Society may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Society. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Society in the capacity of a beneficiary of the Society;

(b) reasonable and proper remuneration for any goods or services supplied to the Society.

(4) No Director may:

(a) buy goods or services from the Society other than on terms on which similar goods or services are available to members of the Society generally;

(b) sell goods, services or any interest in land to the Society;

(c) be employed by or receive any remuneration from the Society;

(d) receive any other financial benefit from the Society;

unless the payment or transaction is previously and expressly authorised in writing by the Charity Commission.

(5) In sub-clauses (2)-(4) of this clause 5:

(a) "Society" shall include any company in which the Society:

(i) holds more than 50% of the shares,

(ii) controls more than 50% of the voting rights attached to the shares, or

(iii) has the right to appoint one or more directors to the Board of the company.

- (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.
- 6 The liability of the members is limited.
- 7 Every member promises, if the Society is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Society incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
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 - (1) The members of the Society may at any time before, and in expectation of, its dissolution resolve that any net assets of the Society after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Society be applied or transferred in any of the following ways:
 - (a) directly for the Objects,
 - (b) by transfer to any Society or charities for purposes similar to the Objects, or
 - (c) to any Society for use for particular purposes that fall within the Objects.
 - (2) Subject to any such resolution of the members of the Society, the Directors of the Society may at any time before and in expectation of its dissolution resolve that any net assets of the Society after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Society be applied or transferred:
 - (a) directly for the Objects,
 - (b) by transfer to any Society or charities for purposes similar to the Objects, or
 - (c) to any Society or charities for use for particular purposes that fall within the Objects.
 - (3) If the Directors of the Society expect the Society to be dissolved, and are of the opinion that the Society has no continuing need of its Minute Books or other records, the Directors shall ensure that the Minute Books and such of its records as they consider appropriate are offered as soon as is reasonably practicable to the British Architectural Library or similar institution.
 - (4) In no circumstances shall the net assets of the Society be paid to or distributed among the members of the Society (except to a member that is itself a Society) and if no resolution under sub-clause (1) or (2) of this clause is passed by the members or the Directors the net assets of the Society shall be applied for charitable purposes as directed by the court or the Commission.

As amended AGM 2015

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

[The persons whose signatures, names, and addresses are written at the end of the Memorandum will be the first members of the Company.]

Signatures, Names and Addresses of Subscribers

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

