

3031923

THE COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

BOW ARTS TRUST

FRIDAY



ATKHJDRR

A16

02/10/2009

71

COMPANIES HOUSE

1. The name of the Company (hereinafter called "the Company") is Bow Arts Trust.

2. The registered office of the Company shall be situate in England and Wales.

3. The objects for which the Company is established are:-

(i) the provision and maintenance of an art gallery for exhibition to the public of modern fine art, design and applied art and of work done by students and emerging artists;

(ii) the promotion and encouragement of the education of the public in the arts, both in the art gallery and elsewhere;

(iii) the relief of poverty amongst emerging artists by the provision of studio space in which they may create art.

4. The Company shall have the following powers exercisable in furtherance of its said objects but not further or otherwise, namely:

(a) to undertake or sponsor research and to promulgate the usual results thereof

(b) to coordinate and work with other agencies or bodies having similar aims and encourage the provision and development of appropriate support and educational services

(c) to present, promote, organise, provide, manage and produce, productions, films, broadcasts, concerts, musical pieces, entertainments, exhibitions, tutorials, seminars, courses and workshops, whether on any premises of the Company or elsewhere.

(d) to procure to be written, printed, published and issued gratuitously or otherwise such papers, books, pamphlets or other documents as shall further the above objects.

(e) 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 Company.

(f) to employ staff and/or agents, and to make provision for the proper remuneration of any such persons including power to make all reasonable and

necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows widowers and other dependants.

(g) 'subject to such consents as may be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Company.

(h) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary for the promotion of its objects.

(i) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary for its objects.

(j) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit PROVIDED ALWAYS that the Company shall undertake no permanent trading activities in raising funds to achieve its charitable objects.

(k) to invest the monies of the Company not immediately required for its purposes 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 for the time being be imposed or required by law and subject also as hereinafter provided.

(l) 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 Company or calculated to further its objects.

(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 any person or company as may be necessary or convenient for the work of the Company.

(n) to establish, operate and maintain or to cooperate with others in establishing, operating and maintaining at such places as may be deemed appropriate by the Company any dining and refreshment rooms, stalls and facilities for the supply thereof of food, drink and refreshments in furtherance of the objects PROVIDED THAT such food, drink or refreshments shall only be available to persons participating in the activities of the Company.

(o) to establish local branches

(p) to insure and arrange insurance cover for and to indemnify its officers servants voluntary workers and members from and against all such risks as the company may from time to time think fit.

(q) to do all such other lawful things as shall further any or all of the above objects.

PROVIDED THAT:

(1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.

(2) The objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.

(3) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company 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 Company 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 directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the High Court of Justice or the Charity Commissioners over such directors, but they shall as regards to any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 Company and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Company:

(A) of reasonable and proper remuneration for any services rendered to the Company to any member, officer or servant of the Company who is not a director;

(B) of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

(C) of interest on money lent by any member of the Company or of a director at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the directors;

(D) of reasonable and proper rent for premises demised or let by any member of the Company or by a director;

(E) of fees remuneration or other benefit in money or money's worth to a company of which a director may be a member holding not more than one hundredth part of the issued capital of such company;

(F) of reasonable and proper out-of-pocket expenses to any director;

(G) of the payment of any premium in respect of any insurance or indemnity to cover the liability of the directors (or any of them) which by virtue of any rule of law would otherwise 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 company PROVIDED THAT any such insurance or indemnity shall not extend to any claim arising from any act or omission which the directors (or any of them) knew or ought reasonably to have known was a breach of trust or which was committed by the directors (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust.

5. No additions, alterations, or amendments shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales. :

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the assets of the Company, if it should be wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she 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.

8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities the governing instrument of which prohibits 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 Company under or by virtue of Clause 4 hereof such charity or charities to be determined by the members of the Company 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 subject to the prior approval of the Charity Commissioners for England and Wales.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum:

NAME ADDRESS SIGNATURE