

MINUTES OF THE SEVENTH
ANNUAL GENERAL MEETING OF THE COMPANY

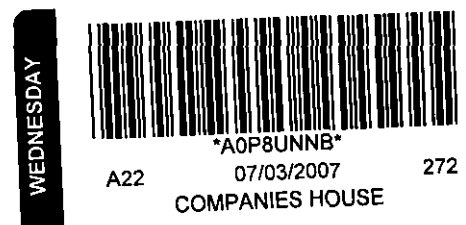
held in the Town Hall, Devizes on Saturday 30 September 2006,
commencing at 2.30 pm

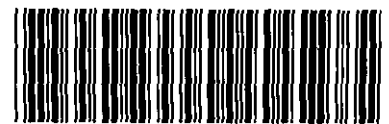
09/06 **Special Resolution to amend the Memorandum of Association**

Proposed by Mrs V A Knowles and seconded by Lt Col R C Chamberlain **the meeting AGREED that the following amendments by made to the Memorandum of Association of the Society (the "Memorandum"):-**

1. **THAT** Clause 4.9 of the Memorandum be deleted and replaced with the following clause:
"4.9 To co-operate with governmental and local authorities and with other charitable organisations having similar objects and to establish, promote, support or assist such charitable organisations (including by assisting in the raising of funds for such other charitable organisations) and to purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions;"
2. **THAT** the draft Memorandum (in the form attached to these Resolutions) be adopted as the Memorandum of Association of the Society with effect from the date of these Resolutions.

Wotany
23 February 2007





A0P8VNNC

A22

07/03/2007

271

COMPANIES HOUSE

A96

AF3F7LKJ

285

COMPANIES HOUSE

22/12/2006

Company No. 3885649**The Companies Acts 1985 and 1989****Company Limited by Guarantee and not having a Share Capital****MEMORANDUM OF ASSOCIATION****of****WILTSHIRE ARCHAEOLOGICAL AND NATURAL HISTORY SOCIETY**

(adopted by Special Resolution passed on 3rd March 2001 and amended by a Special Resolutions dated 22nd November 2003 and 30th September, 2006)

1. Name

The name of the Company is Wiltshire Archaeological and Natural History Society (and in this document it is called "the Society")

2. Registered Office

The registered office of the Society will be situate in England.

3. Objects

The objects for which the Society is registered ("the Objects") are to educate the public by promoting, fostering interest in, exploration, research and publication on the archaeology, art, history and natural history of Wiltshire for the public benefit.

4. Powers

In furtherance of these Objects but not further or otherwise the Society shall have the following powers:-

- 4.1 To purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, turn to account and (subject to such consents as may be required by law from time to time) manage and otherwise deal with real and personal property including places for exhibit of collections, where art may be performed and education may be practised and advanced;
- 4.2 To acquire, conserve, preserve, restore and repair exhibits, objects and collections and promote the recording of matters pertaining to the Objects and conduct a museum, library and other facilities to present, promote, organise, provide, manage and produce exhibitions, conferences, lectures, tours, seminars and literary, musical, dramatic and artistic entertainments and performances which are conducive to the advancement of education and to formulate prepare and establish schemes therefor;
- 4.3 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Society shall not undertake any permanent trading

activity in raising funds for the Objects the profits of which are liable to tax and to take and accept any gifts of property of any description whether subject to any special trusts or not for the purposes of the Society;

- 4.4 To promote, encourage or undertake research and disseminate the useful results of such research;
- 4.5 To procure to be written and print, publish, issue, circulate or otherwise disseminate and communicate, gratuitously or otherwise, literary, visual and aural educational material including reports and periodicals, books, pamphlets and other literature;
- 4.6 To enter into agreements and engagements with curators, craftsmen, lecturers, teachers, writers, artists and other practitioners of the arts and learned subjects and retain advisors and to remunerate such persons and advisors by salaries or fees and as employers to make reasonable provision for the payment of superannuation and pensions to or on behalf of employees and their dependants;
- 4.7 To purchase, acquire and obtain interests in the copyright of or the right to display, perform or publish any material which can be used or adapted for the objects of the Society;
- 4.8 To act as Trustees and undertake and execute any charitable trusts;
- 4.9 To co-operate with governmental and local authorities and with other charitable organisations having similar objects and to establish, promote, support or assist such charitable organisations (including by assisting in the raising of funds for such other charitable organisations) and to purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions;
- 4.10 Subject to such consents as may be required by law from time to time and subject as hereinafter provided to borrow or raise money and to execute and issue security as the Society shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future;
- 4.11 To lend money and extend credit and to take security for such loans or credit and to guarantee or give security for the performance of contracts by any person firm or company as may be necessary for the furtherance of the Objects;
- 4.12 To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments, for the purpose of or in connection with the objects of the Society;
- 4.13 To set aside funds for special purposes or as reserves against future expenditure;
- 4.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the Society shall have power to retain any investments donated to it;
- 4.15 To delegate the management of investments to a financial expert, but only on terms that:

- 4.15.1 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.15.2 every transaction is reported promptly to the Trustees;
- 4.15.3 the performance of the investments is reviewed regularly with the Trustees;
- 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.15.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.15.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.16 To arrange for investments or other property of the Society to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.17 To insure the property of the Society against any foreseeable risk and take out other insurance policies to protect the Society when required.
- 4.18 4.18.1 To provide indemnity insurance to cover the liability of the Trustees
 - (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Society;
 - (b) to make contributions to the assets of the Society in accordance with the provisions of Section 214 of the Insolvency Act 1986;
- 4.18.2 Any such insurance in the case of (1)(a) shall not extend to:
 - (a) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Society, or which the Trustees did not care whether it was in the best interests of the Society or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful reckless misconduct of the Trustees;
 - (c) any liability to pay a fine.
- 4.18.3 Any insurance in the case of (1)(b) shall not extend to any liability to make such a contribution where the basis of the

Trustee's liability is his knowledge prior to the insolvent liquidation of that Society (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Society would avoid going into insolvent liquidation.

- 4.19 To pay out of the funds of the Society the costs of, and incidental to, the formation and registration of the Society;
- 4.20 To do all such other lawful things as shall further the attainment of the Objects;

5. Application of Income and Property

- 5.1 The income and property of the Society 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 Society and no Trustee shall be appointed to any office of the Society paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Society provided that nothing herein shall prevent any payment in good faith by the Society:-
 - 5.1.1 of reasonable and proper remuneration for any services rendered to the Society by any member, officer or servant of the Society who is not a Trustee;
 - 5.1.2 of interest on money lent by any member of the Society or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
 - 5.1.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - 5.1.4 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
 - 5.1.5 to any Trustee of reasonable out-of-pocket expenses;
 - 5.1.6 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Society: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Society, or which the Trustees did not care whether it was in the best interests of the Society or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.
- 5.2 Any Trustee who possesses specialist skills or knowledge required by the Society for its proper administration may charge, and be paid reasonable

charges, for business done by his or her firm, when instructed by the other Trustees on behalf of the Society, **PROVIDED THAT:**

5.2.1 At no time shall a majority of the Trustees benefit under this provision and

5.2.2 A Trustee shall withdraw from any meeting of the Trustees whilst his or her instruction or remuneration, or that of his or her firm, is being discussed

6. Limited Liability

The liability of the Members is limited.

7. Guarantee

Every Member of the Society undertakes to contribute to the assets of the Society in the event of its being wound up during the Member's period of Membership or within one year afterwards for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding in the case of any Member the sum of £10.00.

8. Distribution of Surplus

If upon winding up or dissolution of the Society there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other organisation having objects similar to those of the Society and which shall be established for charitable purposes only and which shall prohibit the distribution of its income and property amongst its Members to an extent at least as great as that imposed on the Society by Clause 5 hereof such organisation to be determined by the Members of the Society at or before the time of dissolution and if so far as effect cannot be given to the aforesaid provision then to some other charitable object.

9. True accounts shall be kept of the sums of money received and expended by the Society and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Society and subject to any reasonable restrictions that may be imposed in accordance with regulations of the Society for the time being in force shall be open to the inspection of the Members. Once at least in every year the accounts of the Society shall be audited and the correctness of the balance sheet ascertained by a qualified auditor, and reported to a General Meeting.