

REGISTERED  
1 MAR 1967



COMPANIES  
REGISTRATION



The Companies Act, 1948

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

899449/2

3/173 075

# Memorandum of Association

OF

## THE CRAFTS COUNCIL OF GREAT BRITAIN LIMITED

1. The name of the Company (hereinafter called "the Association") is "THE CRAFTS COUNCIL OF GREAT BRITAIN LIMITED."

2. The registered office of the Association will be situate in England.

3. The objects for which the Association is established are—

(1) (A) To promote, assist and improve the education and training of craft pupils or students and craftsmen and for that charitable purpose but not further or otherwise—

(a) to provide direct grants, scholarships, prizes, awards and other financial assistance to educational bodies, craftsmen and craft organisations;

(b) to hold in the United Kingdom or elsewhere exhibitions, conferences, lectures, demonstrations and other displays of the work of craftsmen and to publish or produce in any media the work of craft pupils or students and craftsmen; and

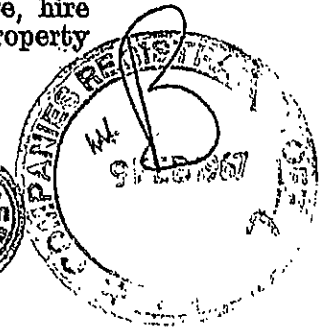
(c) to commission, pay for, obtain by gift or on loan works from craftsmen or craft organisations in the United Kingdom or elsewhere;

(d) to undertake research.

(B) To provide financial assistance to craftsmen in poverty.

(2) To do such of the following and other things as shall be lawful and incidental or conducive to the attainment of the above charitable objects:—

(A) 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.

- (B) 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.
- (C) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (D) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (E) 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, 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.
- (F) 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.

Provided that :—

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) 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.
- (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, 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 Secretary of State for Education and Science 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.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the charitable 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 6 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 £1.

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 charitable institution or institutions having charitable 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.

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

1. Alfred Jones. 10 Greycoat Place London SW1  
Company Director ✓
2. Wroton Russell. Kingcombe Campden Glos  
Company Director ✓
3. Dawn Butler 2 Queens Rd Kenilworth, Warwick  
Manager, Coventry College of Art. ✓
4. W. Boothby Esq. 18 Mount Hill Westbury Wilt  
Director ✓
5. Stephen Quayle. Co. Director ✓  
Loes. Bentley Woro
6. Paul Rags. 41 Clote Fair Court. E.C.1.  
Architect. ✓
7. Peter Barker. Mip 1151 and  
Wooky Hole Soiniser ✓  
Designer ✓

Dated this 1<sup>st</sup> day of February, 1967.

Witness to the above Signatures—

L. Taylor ✓

54 William Bonney Esq.,

Clapham, London, S.W 4.