



Company Number : 3333780

The Companies Act 1985

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

of

THE INSTITUTE OF HISTORIC BUILDING CONSERVATION

Incorporated the 14th day of March 1997

1. The name of the company (hereinafter called 'the Institute') is The Institute of Historic Building Conservation.
2. The registered office of the Institute will be situated in England and Wales.
3. The objects for which the Institute is established are:
 - 3.1 The promotion of the highest standard of professional skills and of the successful preservation and enhancement of the historic environment in the United Kingdom (which shall include Great Britain, Northern Ireland, all offshore islands, the Channel islands and the Isle of Man) insofar as it lies within the duties and responsibilities of any person whose principal skills, experience, training and employment is to provide specialist advice in the conservation of the historic environment and the Institute shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:
 - 3.1.1 to take over the assets and liabilities of an unincorporated association known as The Association of Conservation Officers;
 - 3.1.2 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
 - 3.1.3 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Institute;
 - 3.1.4 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
 - 3.1.5 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law Provided that in raising funds the charity shall not undertake any substantial permanent trading activities;

- 3.1.6 to take and accept any gift of money, property or other assets whether
subject to any special trust or not;
- 3.1.7 to issue appeals, hold public meetings and take such other steps as may
be required for the purpose of procuring contributions to the funds
of
the Institute in the shape of donations, subscriptions or otherwise;
- 3.1.8 to act as a forum for the dissemination of ideas information and
experience and to make available to all interested bodies and
individuals advice on conservation;
- 3.1.9 to co-operate with individuals and local, national and international
bodies sharing similar objects to the Institute;
- 3.1.10 to promote the education and training of members and assist in the
provision of opportunities for practical conservation by providing
speakers, lecturers and other appropriate educational contributions,
including financial assistance to students and develop and publish
professional practice notes and guidelines for members;
- 3.1.11 to support and encourage co-operation between all members and to
create develop and maintain contacts and activities between
members
in different parts of the United Kingdom;
- 3.1.12 to publish a regular journal for all members, together with other
reports
and literature;
- 3.1.13 to work for improvements in relevant legislation, national policy
guidance, and other matters directly influencing the conservation
and
protection of the historic environment Provided that the charity
shall
not undertake political activities which are unacceptable for a
charity to
undertake;
- 3.1.14 to draw, make, accept, endorse, discount, execute and issue
promissory
notes, bills, cheques and other instruments and to operate bank
accounts;
- 3.1.15 to invest moneys of the Institute 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;
- 3.1.16 to make any donations in cash or assets or establish or support or
aid in
the establishment or support of and to lend money (with or without
security) to or for any charitable associations or institutions of like
kind
or objectives;
- 3.1.17 to undertake and execute charitable trusts;

- 3.1.18 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Institute and, subject to the provisions of clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.1.19 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Institute and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Institute by this **Memorandum** of Association;
- 3.1.20 to pay out of funds of the Institute the costs, charges and expenses of and incidental to the formation and registration of the Institute; and
- 3.1.21 to do all such other lawful and charitable things as shall further the attainment of the objects of the Institute or any of them whether alone or in conjunction with other national or international bodies with compatible aims.

3.2 Provided that:

- 3.2.1 In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 3.2.2 The Institute's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- 3.2.3 In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Institute 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 Members of the Institute 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 Members have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council Members but they shall as regards any such property be subject jointly and separately to such control or authority as if the Institute were not incorporated.

4. The income and property of the Institute 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 Institute and no Council Member of the Institute shall be appointed to any office of the Institute paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Institute.
 - 4.1 Provided that nothing herein shall prevent any payment in good faith by the Institute:
 - 4.1.1 of reasonable and proper remuneration to any member, officer or servant of the Institute (not being a Council Member) for any services rendered to the Institute and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Institute;
 - 4.1.2 of interest on money lent by a member of the Institute at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Institute's clearing bankers or 3% whichever is the greater;
 - 4.1.3 to any Council Member of reasonable out-of-pocket expenses;
 - 4.1.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the Institute may be a member holding not more than one hundredth part of the capital of such Company;
 - 4.1.5 of reasonable and proper rent for premises demised or let by any member of the Institute.
5. The liability of the members is limited.
6. Every member of the Institute undertakes to contribute to the assets of the

Institute, 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 Institute 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 Institute 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 Institute, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Institute, 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 Institute under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Institute at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Institute in pursuance of this

Memorandum of Association.

Names, addresses, and descriptions of subscribers:

Mary Elizabeth King
24 Beech Road
Aughton
Ormskirk
Lancs L39 6SJ

Alan George Taylor
15 Village Gardens
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Stafford
Staffs ST17 0LL

Christopher Gordon Smith
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Richard John Morrice
Old Laundry Cottage
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Ivy Hatch
Nr Sevenoaks
Kent TN15 0NT

Robert Alan Parkinson
The Old Priory
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Liverpool L8 3SD

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