

THE COMPANIES ACTS 1948 to 1976

MERTHYR TYDFIL HERITAGE TRUST LIMITED

MEMORANDUM AND ARTICLES OF ASSOCIATION

THE COMPANIES ACTS 1948 to 1976

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Company Limited by Guarantee
And not having a Share Capital

MEMORANDUM OF ASSOCIATION

of

MERTHYR TYDFIL HERITAGE TRUST LIMITED

1. The name of the Company (hereinafter called “the Association”) is “MERTHYR TYDFIL HERITAGE TRUST LIMITED”
2. The registered office of the Association will be situated in. England
3. The main object of the Association is to preserve for the benefit of the residents of Merthyr Tydfil and of the nation at large whatever of the historical, architectural and constructional heritage may exist in and around Merthyr Tydfil in the form of buildings and artefacts of particular beauty or of historical, architectural or constructional interest and also to improve, conserve and protect the environment thereto

In furtherance of this object but not otherwise the Association has the following powers:-

- a) To sponsor projects and studies of and concerning places and buildings in the area and to publish the results thereof;
- b) To provide an industrial museum or museums;
- c) To organise meetings, exhibitions, lectures, publications and instruction and training in the repair and conservation of buildings of historic and/or industrial interest;
- d) Subject to the provisions of Section 14 of the Companies Act 1948 to purchase take on lease or in exchange hire or otherwise acquire any real or personal property or apparatus machinery equipment and other items and any rights or privileges and to construct maintain and alter any buildings erections or works necessary or convenient for the work of the Association;
- e) To sell improve manage develop let mortgage dispose of or turn to account exchange let out on hire or otherwise deal with or any of the property or assets of the Association as may be expedient;
- f) To undertake and execute any charitable trusts;
- g) To co-operate with and to enter into any arrangements with educational authorities new town developments corporations charitable organisations national authorities local authorities persons QV associations interested in the preservation restoration improvement enhancement and maintenance of features and objects of historical and industrial interest and other bodies associations and portions generally;

- h) To employ officers servants and employees of all sorts; and (subject to the proviso hereinafter contained) to remunerate them and pay or make provision for pensions gratuities and like benefits for any persons who are or have been officers servants or employees or their dependants;
- i) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- j) To invest the moneys of the Association not immediately required for its purposes in or upon such shares investments securities or property as may be thought fit;
- k) To accept grants donations gifts loans subscriptions and other assistance in furtherance of the objects of the Association and to conform to any proper conditions upon which the same may be made;
- l) To do all such other things as are necessary for the attainment of the above objects or any of them and as do not derogate from the charitable nature of the objects.

And which objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisation of employers nor to support any object which is of a religiously sectarian nature or which is of a party political nature

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales 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 Executive Board or other 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 Executive Board or other 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 over such Executive Board or other governing body but they shall as regards any property be subject jointly and separately to such control Or authority as if the Association were not incorporated In case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts

4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion and furtherance of the 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 and contributions to pensions to superannuation schemes or the payment of pensions 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 on money lent at a rate not exceeding two per cent over the bank rate at the time when the loan is made or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Executive Board or other

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 Board 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 such Board or Governing Body may be a member or any other company 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 the sum of One Pound.

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 institution or institutions having 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 intent 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 other charitable object subject always to the approval of the Charity Commissioners.

8. No addition alteration or amendment shall be made to or in the Memorandum of Association for the time being in force unless the same have been previously submitted to and approved by the Charity Commission.

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. Joseph Gross
Yr Hafod
Heol-y-Mynydd
Cefn Coed
Merthyr Tydfil
Retired

2. David James
32, Williams Place
Penydarren
Merthyr Tydfil
Shop Manager

3. David Alan Francis
24, King Street
Pant
Dowlais
Merthyr Tydfil
Mid Glamorgan
Local Government Arts Officer

WITNESS to the above:-

Stuart R. Jones
11, Aberfan Road
Aberfan
Merthyr Tydfil
Local Government Officer

Dated 22. 6. 1979