

Company Number:

The Companies Acts 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM
AND ARTICLES
OF ASSOCIATION**

THE SUSSEX GARDENS TRUST

Incorporated the 23rd day of January 1996

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

MEMORANDUM OF ASSOCIATION

of

SUSSEX GARDENS TRUST

1. Company Name

The name of the Company (hereinafter called “the Trust”) is the Sussex Gardens Trust.

2. Registered Office

The Registered Office of the Company is to be situated in England and Wales.

3. Definitions

“Garden land” means garden, park land and designated landscape of high amenity and educational value, related enclosures, boundaries and earthworks, park and garden buildings, other structures and erections and associated plant, machinery and systems, sculpture, garden and park furniture, ornamental woodland planting, gates, ironwork, drives, paths and roadways, lakes, water courses and meadows and includes land associated by view, management or otherwise with garden land.

“Educational Value” in relation to garden land means land which has interest:–

- (a) as a work of art;
- (b) for its historic associations;
- (c) for its horticultural, arboricultural or silvicultural qualities or potential;
- (d) for its architecture;
- (e) for its scenic value;
- (f) for its nature conservation quality or potential.

“Owner” means the freehold owner of garden land and includes trustees, lessees and mortgagees and any person holding a material estate or interest therein.

Words importing “persons” include corporations and associations or persons.

Masculine words include the feminine and singular words the plural.

4. Objects

The objects for which the Trust is established are as follows:–

- A. To promote the education of the public on matters connected with the arts and sciences of garden land.
- B. To conserve, enhance and re-create for the education and enjoyment of the public, whatever garden land may exist or have existed in and around the Counties of East and West Sussex and the future unitary authority of Brighton and Hove.

5. Powers

In furtherance of these objects, but not further or otherwise, the Trust shall have power:–

- (i) To promote and carry out research into subjects connected with the objects of the Trust (including surveys and catalogues of garden land) and disseminate the results thereof;
- (ii) To promote the understanding of the development of garden land by means of written, printed and audio visual material for school teachers, educational organisations and institutions, societies and associations and the public at large;
- (iii) To promote educational visits to garden land as part of a structured school curriculum and adult education;
- (iv) To promote courses, meetings, lectures, classes and exhibitions either alone or with others, on the history and design of garden land;
- (v) To establish a reference library and archive material to incorporate such documents, plans, designs, drawings, catalogues, letters, papers, artifacts, photographic materials, etc. connected with the study of garden history, which might from time to time be donated to or acquired by the trust;
- (vi) To print, publish and circulate or procure to be printed, published and circulated whether gratuitously or not, any periodicals, magazines, books, pamphlets, leaflets or other documents;
- (vii) To promote the use of school grounds and gardens as an educational resource;

- (viii) To encourage interest in garden land by means of school grounds improvement schemes and awards;
- (ix) To promote the exchange of information with students and relevant authorities and bodies in other countries;
- (x) To encourage, where appropriate, physical participation in the protection, conservation and re-creation of garden land to develop practical skills;
- (xi) To take such steps as are necessary to promote cooperation and understanding between owners, local authorities, government departments, educational organisations and institutions, societies, organisations and charities having relevant educational aims and objects;
- (xii) To cooperate with and assist in the restoration, re-creation, maintenance or management of garden land by making available advice and information and technical and financial assistance (whether by grant, guarantee, loan or otherwise) for charitable purposes connected with the objects of the Trust and calculated to further them;
- (xiii) To raise funds and to invite and receive contributions from any person by way of subscription, donation, advertising or otherwise provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (xiv) To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Trust and which further the objects of the Trust;
- (xv) To establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Object;
- (xvi) To subscribe to, become a member of or co-operate with any organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not) whose objects are wholly or in part similar to the Company's Object and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof;
- (xvii) To make any charitable donation either in cash or assets for the furtherance of the Object of the Company;
- (xviii) To charge reasonable and proper fees to persons as may from time to time use the facilities provided by the Trust and to waive such fees when deemed fit;
- (xx) Subject to such consents that are necessary, to sell, let, manage, develop, exchange, lease, mortgage, dispose of or turn to account, all or any of the property or assets of the Trust which shall be deemed to be necessary for the furtherance of the objects of the Trust;
- (xxi) To employ and remunerate staff, to employ and remunerate agents and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;

- (xxii) To provide indemnity insurance to cover the liability of members of the Council of Management, officers, servants and voluntary workers 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 Trust; provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Council of Management knew to be a breach of trust or breach of duty or which was committed by them in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (xxiii) To borrow or raise money for the objects of the Trust on such terms and on such security as shall be deemed to be necessary, subject to such consents as may be required by law;
- (xxiv) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and operate bank accounts;
- (xxv) To invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (xxvi) To pay the costs, charges and expenses preliminary and incidental to the formation and establishment of the Trust and matters incidental thereto;
- (xxvii) To do all such other lawful things as shall further the objects of the Trust or any of them.

PROVIDED that:

- (a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (b) The Trust's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (c) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust 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 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 have been had incorporation not been effected and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Trust were not incorporated.

- (d) The Trust shall have regard at all times to the need to secure, improve or control public access to all buildings and land preserved by the Trust but not necessarily to the interior of such buildings of which only the exterior is of particular beauty or historical, architectural or constructional interest.

6. Application of Income and Property

The income and property of the Trust whencesoever derived shall be applied solely towards the promotion of the objects of the Trust 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 Trust. No member of the Council of Management shall be appointed to any office of the Trust paid by salary or fees or receive remuneration or other benefit in money or money's worth. Provided that nothing herein shall prevent the payment in good faith by the Trust

- (a) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a member of its Council of Management) for any services rendered to the Trust, provided nevertheless that a member of the Council of Management shall be entitled to be reimbursed for any reasonable out-of-pocket expenses reasonably incurred in carrying out any business of the Trust;
- (b) of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a rate per annum not exceeding 2 % less than the base lending rate of a clearing bank to be selected by the Council of Management or Governing Body or 3 % whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of its Council of Management or Governing Body;
- (d) of fees, remuneration or other benefit in money or money's worth to a Company of which a member of its Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such Company.

7. Exemption from use of "Limited" in Company Name

No such additions, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall make the Trust a Company to which Section 30 of the Companies Act 1985 does not apply.

8. Members' Liabilities

The liability of the members is limited.

9. Contribution to Assets of Company

Every member of the Trust undertakes to contribute to the assets of the Trust 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 payments of the debts and liabilities of the Trust 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 One Pound (£1.00).

10. Surplus Assets

If upon the winding-up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the objects of the Trust 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 Trust under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Trust 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.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names, Addresses and Descriptions of Subscribers

John Bennett
7 The Green
Blackboys
East Sussex
TN22 5LP

Consultant in Education

Anthony Capo-Bianco
Clock House
Cowfold
West Sussex

Company Director

Dr Lucy Cotes
The Glen
Limes Lane
Buxted
TN22 4BP

Garden Design and Lecturer

Michael Ditch
127 Hangleton Road
Hove
East Sussex
BN3 7SF

Landscape Consultant

Timothy Graham
4 Orde Close
Pound Hill
Crawley
RH17 6TN

Retired Ecologist and Civil Servant

Michael Griffin
1 Pinfold Close
Woodingdean
Brighton BN2 6WG

Retired Local Government Chief Officer

Mrs. Virginia Hinze
12 West Street
Ditchling
West Sussex BN6 8TZ

Landscape Architect and Local Government Officer

Esmond Turner
County Planning Officer
West Sussex County Council
County Hall
Chichester
West Sussex PO19 1RQ

Landscape Architect and Local Government Officer

Mrs. Sally Walker
Bowling Alley Cottage
The Green
Horsted Keynes
West Sussex RH17 7AP

Garden Designer

Miss Marion Waller
108 Eton Hall
Eton College Road
London NW3 3DN

Retired Local Government Officer

Dated the 13th day of December 1995.

WITNESS to all
the above signatures