

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF
COOMBESWOOD CANAL TRUST**

1. Name

The name of the Company is Coombeswood Canal Trust ("the Trust")

2. Registered Office

The registered office of the Trust is to be in England and Wales

3. Objects

The objects for which the Trust is established ("the Objects") are, for the use and benefit of the public, to stimulate public interest in and appreciation of the history, structure and beauty of the Dudley Number 2 Canal and with the aim of improving the conditions of life for the persons for whom such facilities are primarily intended, to provide or assist in the provision of facilities for recreation or other leisure activities at or near to the Dudley Number 2 Canal including Hawne Basin (hereinafter called "the Canal") including the restoration, improvement, enhancement, development, maintenance, conservation of and making fully navigable the Canal and the promotion of its use by all appropriate forms of waterborne traffic and the promotion of a public footpath and right of way along the length of the Dudley Number 2 Canal

4. Powers

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 4.1 Subject to the consent of the Commission, to take over and manage the undertaking, assets and liabilities of Coombeswood Canal Trust (a trust constituted pursuant to a Trust Deed dated 1st September 1982)
- 4.2 To take over, acquire and manage the Canal or any part thereof and the land forming the site thereof and land adjacent or near thereto and the navigation rights therein by purchase, lease or otherwise

- 4.3 To maintain and improve the Canal either alone or jointly with any other persons, corporations, bodies or public or local authorities and with and subject to all such consents, statutory enactments or orders and acts in the law as may be applicable to a canal or inland waterway
- 4.4 To enter into such agreements with local authorities and others and execute such deeds and to obtain such consents of the Commission or any other body or otherwise and generally to take all steps as may be necessary for the promotion of its Objects
- 4.5 Subject to all such consents, statutory enactments or orders and acts in the law as may be required and for the purpose of exercising the powers set out in clauses 4.1 to 4.3, to acquire all or any of the rights and assets and to assume all or any of the duties, obligations and liabilities relating to Sandwell Metropolitan Borough Council, Dudley Metropolitan Borough Council, the City of Birmingham District Council, British Waterways Board or other the trust, body or persons in whom the Canal may be vested and to take over and operate for the purposes of the Trust all that the undertaking which relates to the Canal or any part thereof and for the purposes aforesaid to promote such Bills in Parliament, to take such proceedings in the Courts, to appear at public enquiries and before Parliamentary Committees and make such applications to the Commission or otherwise as may be necessary for effectually vesting the Canal or any part thereof and the undertaking now or formerly responsible for the maintenance of the navigation thereof in the Trust
- 4.6 To assist financially or otherwise the appropriate authority or body concerned with the Canal to restore the navigation thereof

Provided always that none of the foregoing powers set out in clauses 4.1 to 4.5 shall authorise the Trust to apply any part of the corporate funds to the promotion of legislation not connected with the Trust or to assume any powers, duties or liabilities or do any other act or thing, which would be unlawful if done by a corporation established for public charitable purposes only

- 4.7 To cleanse, scour, keep and preserve the Canal
- 4.8 To make, effect, preserve, maintain, repair, alter, extend, discontinue, re-make and re-erect such towpaths, banks, roads, bridges, tunnels, ferries and ways for the towing of vessels (with horses or otherwise) and generally and such locks,

sluices, winches, spikes, dams, flood-gates, engines, tollhouses, watch-houses, bores, wells and reservoirs for the use of canals or inland waterways as may be expedient

- 4.9 To obtain and take the benefit of and assume duties under statutory enactment, ministerial order or warrant or statutory instrument as may be consistent with the Objects and not prejudicial to its status as a charitable corporation
- 4.10 To make and enforce regulations and so far as may be permitted by statutes governing navigations and statute law and orders and statutory instruments made thereunder which affect inland waterways generally, to fix and collect charges for the use of navigations and the locks and other works thereon by commercial or pleasure vessels of any description or for bathing, fishing, the use or supply of water and the use of the towing paths or lands or any other purposes conducive to the public benefit and to the Objects
- 4.11 To promote by meetings, research, publications, exhibitions, the delivery of lectures and addresses, the maintenance of a library and of a museum or museums, the display of pictures, cinematograph films and models and by any other like means the collection and dissemination of knowledge and information about the Canal at home or abroad and its history and future prospects
- 4.12 To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, houses, workshops, mills, plant, 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
- 4.13 To purchase or take on lease or in exchange, hire or otherwise acquire in any manner any real or personal property and rights and privileges
- 4.14 To improve, manage, develop, exchange, mortgage, dispose of, turn to account, sell, let or otherwise deal with any of the property or assets of the Trust
- 4.15 To obtain and receive funds by way of subscriptions, contributions, donations, legacies, grants or other similar lawful means and whether subject to any special trust or not

- 4.16 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 Trust in the shape of donations, subscriptions or otherwise
- 4.17 To initiate, support and co-operate with others in proposals and activities calculated to assist the promotion of the Objects
- 4.18 To amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to the Objects and which 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 Trust by this Memorandum of Association
- 4.19 To borrow or raise money in such manner and upon such terms as may be determined with such consents as are required by law and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or any part of the property and assets of the Trust
- 4.20 Subject to any conditions or consents required by law to invest and deal with the moneys of the Trust not immediately required in such manner as in the discretion of the Trust may be determined
- 4.21 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
- 4.22 To make, draw, accept, indorse, discount, execute and issue promissory notes, bills of exchange, debentures, cheques and other instruments and to operate bank accounts
- 4.23 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required
- 4.24 To insure the Council Members against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Council Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty

- 4.25 Subject to the provisions of clause 5, 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 Trust and 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
- 4.26 To establish subsidiary companies to assist or act as agents for the Trust
- 4.27 To undertake, accept and execute charitable trusts
- 4.28 To pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust
- 4.29 To do all such other lawful things as shall further or help to further the attainment of the Objects or any of them

Provided that:

- (i) 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
- (ii) In case the Trust shall take or hold any property subject to the jurisdiction of the Commission, the Trust shall not sell, mortgage, charge, lease or otherwise deal with the same without such authority, approval or consent as may be required by law

5. Benefits to Members and Council Members

- 5.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the members of the Trust but
 - 5.1.1 members who are not Council Members may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied
 - 5.1.2 members (including Council Members) may be paid interest at a reasonable rate on money lent to the Trust
 - 5.1.3 members (including Council Members) may be paid a reasonable rent or hiring fee for property let or hired to the Trust

- 5.1.4 individual members who are not Council Members but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Council Member must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Trust except
 - 5.2.1 as mentioned in clauses 4.23, 5.1.2, 5.1.3 or 5.3
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the running of the Trust
 - 5.2.3 an indemnity in respect of any liabilities incurred in running the Trust (including the costs of a successful defence to criminal proceedings)
 - 5.2.4 payment to any company in which a Council Member has no more than a 1 per cent shareholding
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Council Member (or any firm or company of which a Council Member is a member or employee) may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1 the goods or services are actually required by the Trust
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3 no more than one half of the Council Members are subject to such a contract in any financial year
- 5.4 Whenever a Council Member has a personal interest in a matter to be discussed at a meeting of the Council Members or a committee the Council Member concerned must:
 - 5.4.1 declare an interest before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

- 5.4.3 not be counted in the quorum during that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

6. **Limited Liability**

The liability of the members is limited

7. **Guarantee**

Every member promises, if the Trust is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Trust while the contributor was a member

8. **Dissolution**

- 8.1 If the Trust is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes having objects within, the same as or similar to the Objects
 - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
 - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

- 8.2 A final report and statement of account must be sent to the Commission

9. **Interpretation**

- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF ORIGINAL GUARANTORS	SIGNATURE OF ORIGINAL GUARANTORS
--	--

Nicholas Quartly Grazebrook
Steps Cottage
Wolverley
Kidderminster
Worcestershire
DY10 3RN

Solicitor

Graham Douglas Whorton
21 Hyperion Road
Stourton
Stourbridge
West Midlands
DY7 6SD

Biomedical Scientist

Date 20 February 2001

Witness to the above signatures

Licensee “The Lock Wolverley”

Wolverley Road

Kidderminster

DY10 3RN

..... James Ellis