

The Companies Act 1985 and 1989
**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
SOCIETY OF GENEALOGISTS**

1. NAME

The name of the Society is "Society of Genealogists".

2. REGISTERED OFFICE

The registered office of the Society will be situate in England.

3. OBJECTS

The objects for which the Society is established ("the Objects") are to promote, encourage and foster the study, science and knowledge of genealogy by all lawful means, and in particular:-

- (1) By forming and carrying on a reference and lending library of printed and other works relating to genealogy, history, biography, heraldry, topography, heredity and allied subjects.
- (2) By forming and carrying on a permanent or temporary safe depository for pedigrees, grants of arms and other manuscripts.
- (3) By the preparation, acquisition and use of transcriptions of and indexes to original records, printed volumes and other sources of data or reference particularly on matters of genealogical, historical or related interest to Members of the Society and including indexes, transcriptions, etc, in microform, machine readable or other format.
- (4) By encouraging, advancing and promoting the education in genealogical skills and sources of as many people of all ages as possible.
- (5) By entering into friendly relations with other societies whether within or without the United Kingdom, having objects wholly or in part similar to the objects of this Society.
- (6) By rendering assistance (other than of a financial nature) to individuals, whether within or without the United Kingdom, in connection with genealogical, and biographical research.
- (7) By contributing whether in association with other organisations or not to the expenses of special projects of research, transcription, indexing or otherwise of value to genealogy.

4. POWERS

In addition to any other powers it may have, the Society has the following powers in order to further the Objects (but not for any other purpose):

(1) To purchase, take on lease, hire, take by devise, legacy or gift, or otherwise acquire any real or personal property, and any rights and privileges necessary or convenient for the purposes of the Society.

(2) To erect, maintain and alter any buildings upon any land held by or belonging to the Society for any estate or interest, and to provide the same and any buildings or rooms in the occupation of the Society with all proper and necessary fixtures, furniture, apparatus, appliances conveniences and accommodation.

(3) To take such steps as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Society whether as donations, subscriptions or otherwise.

(4) To borrow or raise, or secure the payment or repayment of money at interest or otherwise on the issue of or upon bonds, debentures, debenture stock, mortgages, charges, bills of exchange, promissory notes or other securities or obligations of the Society, either secured or not secured on all or any of the property of the Society, and to repay any money so borrowed or received.

(5) To sell, improve, manage, develop, lease, exchange, dispose of, turn to account, or otherwise deal with all or any part of the property and rights for the time being of the Society.

(6) To invest and deal with any money of the Society not immediately required for any of the objects of the Society in such manner as the Society may deem expedient, subject to such conditions (if any) as may for the time being be imposed as required by law and subject also as hereinafter provided.

(7) To print or otherwise reproduce or replicate, publish, sell or distribute gratis any magazines, journals, newspapers, periodicals, books, leaflets, transcriptions, indexes, pedigrees, lists, papers, or other documents in traditional printed, in microform, in machine readable or in any other appropriate format.

(8) To endeavour to secure by legislation and other lawful means the preservation of records likely to be of service or interest, whether the same be public records or documents in private possession, and particularly by urging upon the possessors or custodians of such records the necessity or expediency of arranging, cataloguing, calendaring and indexing them, and taking reasonable steps to insure their protection from fire, injury, deterioration or theft, and to allow free and ready access to them.

(9) To provide indemnity insurance for the Trustees or any other officer of the Society in relation to any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Society or the liability to make a contribution to the Society's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), but excluding:

(a) fines;

- (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (c) liabilities to the Society that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Society or about which the person concerned did not care whether it was in the best interests of the Society or not;
 - (d) in respect of wrongful trading, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Society (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Society would avoid going into insolvent liquidation.
 - (e) liabilities to the Society arising from any act or omission which the Trustee knew to be a breach of trust or breach of duty or which was committed by the Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not.
- (10) The Society may appoint as its investment manager a person who it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either-
- (a) an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
 - (b) a company or firm of repute which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of s.45(1)(j) of that Act.
- (11) (a) The Society may delegate to an investment manager so appointed power at his discretion to buy and sell investments for it in accordance with the investment policy laid down by it. The Society may only do so in terms consistent with this clause.
- (b) Where the Society makes any delegation under this clause it shall:-
- (i) inform the investment manager in writing of the extent of Society's investments powers;
 - (ii) lay down a detailed investment policy for the Society and immediately inform the investment manager in writing of it and of any changes to it;
 - (iii) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
 - (iv) ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of this delegated authority;
 - (v) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;

- (vi) review the appointment at such intervals not exceeding 24 months as it thinks fit; and
 - (vii) pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Society shall decide and as are consistent with the terms of this clause provided that such remuneration may include commission fees and/or expenses are disclosed to the Society.
- (c) Where the Society makes any delegation under this clause it shall do so on the terms that:
- (i) the investment manager shall comply with the terms of his delegated authority;
 - (ii) the investment manager shall not do anything which the Society does not have the power to do;
 - (iii) the Society may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this clause; and
 - (iv) the Society shall give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf.

(12) The Society may:-

- (a) make such arrangements as it thinks fit for any investments of the Society or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Society's nominee; and
- (b) pay reasonable and proper remuneration to any corporate body acting as the Society's nominee in pursuance of this clause.

(13) The doing all such other lawful things as are incident or conducive to the attainment of the Objects.

Provided that:-

- (i) in case the Society shall take or hold any property which may be subject to any trusts, the Society shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (ii) the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- (iii) in case the Society shall take or hold any property, subject to the jurisdiction of the Charity Commissioners for England and Wales, the Society 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 Board of Trustees shall be chargeable for any such property as may come into its hands, and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such

property in the same manner and to the same extent as it would have been if no incorporation had been effected; and the incorporation of the Society shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Board of Trustees, but it shall, as regards any such property, be subject to such control or authority as if the Society were not incorporated

5. BENEFITS TO MEMBERS AND TRUSTEES

(1) The income and property of the Society shall be applied solely towards the promotion of the Objects.

(2) A Trustee is entitled to be reimbursed from the property of the Society or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Society. Subject to the restrictions in sub-clauses 3(9), a Trustee may benefit from trustee indemnity insurance cover purchased at the Society's expense.

(3) None of the income or property of the Society may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Society. This does not prevent a member who is not also a Trustee receiving:

- (a) benefit from the Society in the capacity of a beneficiary of the Society;
- (b) reasonable and proper remuneration for any goods or services supplied to the Society.

(4) No Trustee may:

- (a) buy any goods or services from the Society;
- (b) sell goods, services, or any interest in land to the Society;
- (c) be employed by, or receive any remuneration from the Society;
- (d) receive any other financial benefit from the Society;

unless:

- (i) the payment is permitted by sub-clause (5) of this clause and the Trustees follow the procedure and observe the conditions set out in sub-clause (6) of this clause; or
- (ii) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

(5) (a) A Trustee may receive a benefit from the Society in the capacity of a beneficiary of the Society.

(b) A Trustee may be employed by the Society or enter into a contract for the supply of goods or services to the Society, other than for acting as a Trustee.

(c) A Trustee may receive interest on money lent to the Society at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.

- (d) A company of which a Trustee is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
- (e) A Trustee may receive rent for premises let by the Trustee to the Society if the amount of the rent and the other terms of the lease are reasonable and proper.
- 6 (a) The Society and its Trustees may only rely upon the authority provided by the sub-clause 5(5) if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.
 - (ii) The Trustee is absent from the part of any meeting at which there is discussion of:
 - a. His or her employment or remuneration, or any matter concerning the contract; or
 - b. his or her performance in the employment, or his or her performance in the contract; or
 - c. any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
 - d. any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
 - (iii) The Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - (iv) The other Trustees are satisfied that it is in the interests of the Society to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).
 - (v) The reason for their decision is recorded by the Trustees in the minute book.
 - (vi) A majority of the Trustees then in office have received no such payments.
- (b) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or

- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued share capital.
- (7) Notwithstanding the provisions of sub-clauses 5(2)-(6) above, a Trustee may continue to receive any normal benefits in his or her capacity as a Member of the Society provided that any such benefits are given to all Members as determined by their normal Membership subscription level. No additional Membership benefits may be given to Trustees.
- (8) In sub-clauses (2)-(7) of this clause 5 (Benefits to Members and Trustees):
- (a) "Society" shall include any company in which the Society:
- (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more Trustees to the Board of the company
- (b) "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner.

6. LIABILITY OF MEMBERS

The liability of the Members is limited.

7. DISSOLUTION

- (a) Every Member of the Society undertakes to contribute to the assets of the Society in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for the payment of the debts and liabilities of the Society contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding two pounds.
- (b) If upon the winding up or dissolution of the Society 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 Society, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Society, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Society under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Society at or before the time of dissolution, or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.