

The Companies Acts 1985 and 1989

**Company Limited by Guarantee and
Not Having Share Capital**

MEMORANDUM OF ASSOCIATION

of

**THE PEAK DISTRICT AND SOUTH YORKSHIRE BRANCH OF THE
CAMPAIGN TO PROTECT RURAL ENGLAND**

1. The name of the company (hereinafter called the “Branch”) is “The Peak District and South Yorkshire Branch of the Campaign to Protect Rural England”
2. The registered office of the Branch will be situated in England.
3. The objects for which the Branch is established (“the Objects”) are to promote and encourage for the benefit of the public the improvement and protection of the English countryside and in particular the area within the Branch boundaries and its towns and villages and the better development of the rural environment.
 - 3.1 The branch boundaries shall be conterminous with the boundaries of the Sheffield, Rotherham, Barnsley and Doncaster Metropolitan Districts, the Peak District National Park and the parishes of Barlow, Holmesfield, Dronfield, Eckington, Unstone and Killamarsh in the North East Derbyshire District Council and the High Peak Borough Council area.
4. In furtherance of the Objects but not further or otherwise the Branch shall have the following powers:
 - 4.1 to take over the activities and assets and liabilities of the unincorporated charity known as The (Sheffield, Peak District and South Yorkshire) Branch of the Council for the Protection of Rural England;
 - 4.2 to support the Campaign to Protect Rural England (“CPRE”);
 - 4.3 to stimulate and educate public opinion;
 - 4.4 to act as a centre for advice and the collection and dissemination of information upon any matters affecting the planning, improvement and protection of the countryside and landscape;

- 4.5 to organise concerted action and promote co-operation between local societies and other persons;
- 4.6 to make representations at public inquiries or in such other ways as shall, from time to time appear necessary;
- 4.7 to commission create, produce, publish or distribute written, artistic, film, video, audio or computer material of any kind and organise promote or contribute to courses, lectures, exhibitions, conferences and other events or programmes;
- 4.8 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights and privileges which the Branch may think necessary for the promotion of the Objects, to manage and improve such property and to provide, construct, maintain, alter and equip any facilities, buildings or erections necessary for or conducive to the Objects (subject to such consents as may be required by law);
- 4.9 to exchange, let on lease or otherwise, mortgage, charge, sell dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with any of the property and rights of the Branch as may be necessary or conducive to the Objects (subject to such consents as may be required by law);
- 4.10 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that in raising funds the Branch shall not undertake any substantial permanent trading activities;
- 4.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Branch;
- 4.12 to appoint, employ, or otherwise engage, train and dismiss such managers, officers, staff, clerks, servants and other persons as are considered necessary for the attainment of the Objects and to fix and pay the remuneration of all or any such persons for her/his or their services and to make all reasonable and necessary provision for the payment of pensions and superannuation to such persons and their dependants;
- 4.13 subject to such consents as may be required by law to borrow or raise money for the purposes of the Branch on such terms and on such security as may be thought fit;
- 4.14 to invest the moneys of the Branch not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, in its absolute discretion, with power to vary or transpose any investments for or into others of any nature subject as hereinafter provided;
- 4.15 to delegate the management of investments to proper and competent persons and to arrange for investments or other property of the Branch to be held by a corporate body as nominee;
- 4.16 to act as trustee or manager of any property, endowment, bequest or gift;

- 4.17 to act as trustee or nominee for charities in general and undertake and execute any charitable trusts which may lawfully be undertaken by the Branch and may be necessary or conducive to the Objects;
- 4.18 to establish or support or aid in the establishment or support of any charitable trusts associations or institutions, to amalgamate, affiliate or co-operate with any trust association institution or voluntary body with similar charitable purposes, and to exchange information and advice with them;
- 4.19 to make grants, subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Branch or calculated to further the Objects;
- 4.20 to pay out of the funds of the Branch the costs, charges and expenses of and incidental to the formation of the Branch and its registration as a charity;
- 4.21 to apply any part of the capital or income of the Branch on such terms as may be thought fit, in its absolute discretion;
- 4.22 to insure on such terms as may be thought fit, the employees, volunteers, property, activities and assets of the Branch and as security for and against all risks incurred in the pursuance of the Branch's objects and powers.
- 4.23 to do all such other lawful things as are necessary or conducive to the attainment of the Objects or any of them, whether in collaboration with any person, body, institution or authority or otherwise.
5. The income and property of the Branch shall be applied solely towards the promotion of the Objects, and no other part thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to the members of the Branch, and no members of the Trustee Board shall receive any salary or fee or remuneration or other benefit in money or money's worth from the Company:

Provided that nothing herein shall prevent the payment in good faith by the Branch of:

- 5.1 reasonable and proper remuneration of pensions to any member officer or servant of the Branch not being a member of the Trustee Board in return for any services actually rendered to the Branch, or
- 5.2 reasonable and proper professional charges to any member of the Branch or member of the Trustee Board or any partner or employee of her/his for any professional services rendered to the Branch, provided that at no time shall a majority of the members of the Trustee Board benefit under the provision and that a member of the Trustee Board shall withdraw from any meeting at which her/his appointment or remuneration or that of her/his partner or employee is under discussion, or
- 5.3 interest at a reasonable and proper rate on money lent to the Branch by any member of the Branch or by any member of the Trustee Board, or
- 5.4 reasonable and proper rent for premises demised or let to the Branch by any member of the Branch or by any member of the Trustee Board, or

- 5.5 reimbursement of reasonable out-of-pocket expenses actually incurred by any member of the Trustee Board, committee member, officer or servant of the Branch in or about the affairs of the Branch, or
- 5.6 fees, remuneration or other benefit in money or money's worth to any company of which any member of the Branch or any member of the Trustee Board may also be a member holding not more than 1% of the issued share capital of that company;
6. The liability of the members is limited.
7. Every member of the Branch undertakes to contribute to the assets of the Branch, in the event of the same being wound up while she/he is a member, or within one year after she/he or she/he ceases to be a member, for payment of the debts and liabilities of the Branch contracted before she/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 £1.00.
8. If upon the winding up or dissolution of the Branch 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 Branch, but shall be given or transferred to CPRE, failing which to such other charity or charities which prohibit(s) the distribution of its or their income and property to an extent at least as great as is imposed upon the Branch by Clause 5 above and having objects identical with or similar to the Objects, as the members of the Branch shall resolve at or before the time of dissolution and if that cannot be done to some other charitable object or objects.

We, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association.

(followed by list of signatures & witnesses)