

**The Companies Acts 1985 and 1989  
Company Limited by Guarantee and not having  
a Share Capital**

**Memorandum of Association of  
The Hydrographic Society UK**

1. The Company's name is The Hydrographic Society UK (and in this document it is called "the Society").
2. The Society's registered office is to be situated in England and Wales.
3. The Society's objects ("the Objects") are:
  - (1) to promote the science of surveying at sea and related sciences and technologies; to provide a centre for meetings and a channel for correspondence and the exchange of information between technologists and others engaged or interested in hydrography and related sciences; to promote and co-ordinate the study and practice of such sciences and technologies in all or any of their aspects; and to accumulate, extend and disseminate amongst the members of the Society and others information, knowledge and expertise relating thereto in any part of the world;
  - (2) to advance the education and training of persons engaged in or intending to engage in the study of hydrography and related sciences.
4. In furtherance of the Objects but not otherwise the Society may exercise the following powers:
  - (1) 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 Society;
  - (2) to borrow or raise money for the purposes of the Society on such terms and (with such consents as are required by law) on such security as the board of directors of the Society ("the Management Committee") shall think fit including making reasonable charges for any services that the Society may provide: Provided that the Society shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - (3) to raise funds and to invite and receive contributions: Provided that in raising funds the Society shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

- (4) to issue appeals, hold public meetings, establish subscription arrangements and support groups and take such other steps as may be required for the purpose of procuring contributions to the funds of the Society in the form of donations, grants, subscriptions or otherwise;
- (5) to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as may be necessary for any of the Objects of the Society and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- (6) to accept a transfer of any property, assets, undertaking, functions, responsibilities and liabilities conducive to the realisation of the Objects of the Society;
- (7) to take and accept any gift of money, property or other assets, whether subject to any special trust or conditions or not for any purpose of the Society;
- (8) to undertake, execute and act as trustee of any charitable trusts which may be incidental to and likely to contribute to the attainment of the Objects of the Society;
- (9) to act as trustee of any trust comprising real or personal estate and which, in the opinion of the Society, is calculated to further the aims and Objects of the Society and as such trustee to carry out such trusts on the terms and conditions imposed in the instrument creating the same;
- (10) to advance and lend money with or without security and to guarantee the performance of the contracts or obligations of any person or persons as may be necessary for the work of the Society;
- (11) to set aside funds for special purposes or as reserves against future expenditure;
- (12) to invest the money of the Society not immediately required for its Objects in or on such investments, securities or property as the Management Committee shall think fit and with all the powers of a beneficial owner and subject as provided below;
- (13) subject to clause (12) of this Memorandum, to invest and deal with the monies of the Society not immediately required for its purposes on such terms as the Management Committee may think fit in any private limited company in which the Society holds shares;

- (14) to delegate the management of investments to an investment manager but only on terms that the investment policy is set down in writing for the investment manager by the Management Committee; that every transaction is reported promptly to the Management Committee; that the performance of the investments is reviewed regularly with the Management Committee; that the Management Committee shall be entitled to cancel the delegation arrangement at any time; that the investment policy and the delegation arrangement are reviewed at least once per calendar year; that all payments due to the investment manager are on a scale or at a level which is agreed in advance and are notified promptly to the Management Committee on receipt; and that the investment manager must not do anything outside the powers of the Management Committee;
- (15) to arrange for investments or other property of the Society to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Management Committee or of an investment manager acting under their instructions and to pay any reasonable fee required;
- (16) to cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- (17) to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- (18) to foster and undertake research into any aspect of the Objects of the Society and its work and to disseminate and exchange the results of any such research;
- (19) to erect, maintain, improve or alter any buildings for the time being belonging to the Society with a view to furthering its Objects;
- (20) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (21) subject to clause 5 below to employ such staff, who shall not be directors of the Society (hereinafter referred to as "the Representatives"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (22) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects, including,

without limitation, to establish an educational fund to provide practical assistance in the education and training of students of hydrography and related disciplines;

- (23) to make any charitable donation either in cash or assets for the furtherance of the Objects of the Society;
- (24) to affiliate to or accept affiliation from any body with objects similar in whole or in part to those of the Society;
- (25) to enter into arrangements with any body of persons whether corporate or unincorporated with objects similar in whole or in part to those of the Society with a view to the promotion of the Objects of the Society and to contribute or receive contributions from the funds of any such body upon such terms and conditions as the Management Committee think fit, subject to the provisions of this Memorandum of Association;
- (26) to establish or promote any other company (not constituted for purposes of profit) having objects similar, wholly or partly, to those of the Society, or the promotion of which shall be in any manner calculated to advance directly or indirectly the Objects of the Society;
- (27) to purchase or form trading companies alone or jointly with others;
- (28) to carry on trade insofar as either the trade is exercised in the course of effecting one or more of the Objects of the Society;
- (29) to amalgamate with any companies, institutions, societies or associations which have objects similar in whole or in part to those of the Society and that prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Society by this Memorandum of Association;
- (30) to insure and arrange insurance cover of every kind and nature in respect of the Society, its property and assets, and in respect of and for the purposes of providing indemnity for itself, its Representatives, officers, servants and voluntary workers and its members from and against all risks directly or indirectly incurred in the course of the Society's activities and in the performance of such persons duties as the Management Committee may think fit; and to provide indemnity insurance to cover the liability of the Representatives (or any of them) 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 Society: Provided that any such insurance shall not extend to any claim arising from any

act or omission which the Representatives (or any of them) knew to be a breach of trust or a breach of duty or which was committed by the Representatives (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

- (31) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
  - (32) to pay out of the funds of the Society the costs, charges and expenses of and incidental to the formation and registration of the Society;
  - (33) to do all such other lawful things as are incidental or conducive to the achievement of the Objects;
5. The income and property of the Society shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Society, and no Representative shall be appointed to any office of the Society paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Society: Provided that nothing in this document shall prevent any payment in good faith by the Society:
- (1) of the usual professional charges for business done by any Representative who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Society to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Representatives benefit under this provision and that a Representative shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - (2) of reasonable and proper remuneration for any services rendered to the Society by any member, officer or servant of the Society who is not a Representative;
  - (3) of interest on money lent by any member of the Society or Representative at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Representatives;
  - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Representative may also be a member holding not more than 1/100th part of the issued capital of that company;

- (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Representative;
  - (6) to any Representative of reasonable out-of-pocket expenses;
  - (7) of any premium in respect of any indemnity insurance to cover the liability of the Representatives (or any of them) 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 Society.
6. The liability of the members is limited.
7. Every member of the Society undertakes to contribute such amount as may be required (not exceeding £1) to the Society's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Society's debts and liabilities contracted before he or she 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.
8. If the Society is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Society, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Society by Clause 5 above, chosen by the members of the Society at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

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Signatures, Names and Addresses of Subscribers

**Clarks Nominees Limited**

One Forbury Square  
The Forbury  
READING  
RG1 3EB

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Dated: 15 July 2004

Witness to the above Signatures: Tamilia Baily

Name: (As above)

Address: Boyes Turner, Reading

Occupation: Solicitor

