

## MEMORANDUM OF ASSOCIATION (TABLE C)

1. The company's name is 'The Western Locomotive Association Limited' and in this document it is called the Charity.
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects are the preservation, maintenance and operation in working order of its locomotives D1013 Western Ranger and D1062 Western Courier, so far as reasonably practicable, in a condition authentic to their service on British Railways as museum exhibits and to advance the education of the public in the history of the said locomotives.
4. The liability of the members is limited.
5. Every member of the company undertakes to contribute such amount as may be required, not exceeding £1-00 (one pound) to the company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the company's debts and liabilities 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 contributors among themselves.
6. In addition to any other powers it may have, the Charity has the following powers in order to further the objects (but not for any other purpose):
  - a) To raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
  - b) To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain it and equip it for use;
  - c) To sell, lease or otherwise acquire any property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act if it wishes to mortgage land;
  - d) To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - e) To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
  - f) To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
  - g) To employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 7 and provided it complies with the conditions in that clause;
  - h) To:
    - i) deposit or invest funds;

- ii) employ a professional fund manager;
  - iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- i) To provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in sub-clause (m) of this clause, but subject to the restrictions specified in sub-clause (n) of the clause.
  - j) To pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
  - k) To do all such other lawful things as are necessary for the achievement of the Objects;
  - l) The liabilities referred to in sub-clause (j) are:
    - i) 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 Charity;
    - ii) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
  - m) The following liabilities are excluded from sub-clause (l) (i):
    - i) fines;
    - ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
    - iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the
  - n) There is excluded from sub-clause (l) (ii) any liability to make such a contribution where the basis of the Directors liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there no reasonable prospect that the Charity would avoid going into insolvent liquidation.

7. The income and property of the Company however derived shall be applied solely towards the promotion of its objects.

8. A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

9. Subject to the restrictions in sub-clause (m) and (n), a Director may benefit from Trustee Indemnity Insurance cover purchased at the Charity's expense.

10. None of the income or property of the Charity may be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise by way of profit to

any member of the Charity. This does not prevent a member who is not also a Director receiving :

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

11. No Director may:

- a) buy goods or services from the Charity;
- b) sell goods, services or any interest in land to the Charity;
- c) be employed by or receive any remuneration from the Charity
- d) receive any other financial benefit from the Charity:  
unless the payment or transaction is previously and expressly authorised in writing by the Charity Commission

12. (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all of its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- a) directly for its Objects; or
- b) by transfer to any charity or charities for purposes similar to the Objects;  
or
- c) to any charity for use for particular purposes that fall within the Objects

(2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that the net assets of the Charity after its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

- a) directly for the Objects; or
- b) by transfer to any charity or charities for purposes similar to the Objects;  
or
- c) to any charity or charities for use for particular poses that fall within the Objects.

(3) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

Dated this            day of