

Companies Acts 1985 to 2006  
Company limited by guarantee and not having a share capital

MEMORANDUM OF ASSOCIATION OF  
THE DOUGLAS BOMFORD TRUST

(as amended by a written resolution dated 8 November 2007)

1. **Name**

1.1 The name of the company is 'The Douglas Bomford Trust' ('**the Charity**').

2. **Registered Office**

2.1 The registered office of the Charity is in England and Wales.

3. **Objects**

3.1 The objects of the Charity ('**the Objects**') are:

- (a) the advancement of education for the public benefit in particular, but not limited to education and training in Agricultural Engineering and its impact on agriculture and land management; and
- (b) the advancement of knowledge for the public benefit of all matters and processes relating to Agricultural Engineering and its impact on agriculture and land management, including in particular research, development, testing and other scientific work bearing on the design, construction and use of processes, machinery, implements, equipment and appliances.

4. **Powers**

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

- (a) to provide financial assistance, whether by way of grant, loan, scholarship, bursary, prize, guarantee or otherwise on such terms as the Trustees shall determine;
- (b) to consult, advise and co-operate with, and to promote co-operation within and between, other bodies or persons (including, without limitation, universities and

other educational establishments, learned societies and institutions, charities, departments of government, local authorities and other public and private organisations) on any matters concerned, whether directly or indirectly, with the Objects;

- (c) to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- (d) to provide and maintain or to encourage the provision and maintenance of information and statistics relating directly or indirectly to the Objects including the use of information and communication technology;
- (e) to promote, commission or carry out research, including investigation by site visit, personal interview or otherwise;
- (f) to promote or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit;
- (g) to award, or participate in the award of, scholarships, book prizes and other prizes;
- (h) to prepare, promote, conduct or participate in training programmes, courses and examinations and to co-operate with other persons or bodies for this purpose;
- (i) to support, administer or set up other charities or other bodies;
- (j) to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- (k) to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate;
- (l) to act as trustee of special purpose trusts within the Objects;
- (m) to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

- (n) subject to such consents as may be required to borrow money and give security for loans;
- (o) to acquire or hire property of any kind;
- (p) subject to such consents as may be required, to let or dispose of property of any kind;
- (q) to set aside funds for special purposes or as reserves against future expenditure;
- (r) to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind) subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (s) to delegate the management of investments to a Financial Expert, but only on terms that:
  - (1) the investment policy is set down in writing for the Financial Expert by the Trustees;
  - (2) the performance of the investments is reviewed regularly with the Trustees;
  - (3) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (4) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (5) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (6) the Financial Expert does not do anything outside the powers of the Trustees;
- (t) to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- (u) to delegate to committees, officers and/or employees or other staff of the Charity various functions, including (but not limited to):

- (1) distribution of funds;
  - (2) giving of advice; and
  - (3) formulation (for approval by the Trustees) of the Company's policies and procedures;
- (v) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
  - (w) subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by section 309A of the Act;
  - (x) to pay out of the Charity's funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity; to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, widowers, children or other dependants;
  - (y) to enter into contracts to provide services to or on behalf of other bodies or persons;
  - (z) to establish subsidiary companies to further the Objects (or any of them) or to assist or act as agents for the Company;
  - (aa) to pay out of the funds of the Charity all or any expenses incurred in connection with the formation, promotion, incorporation and registration of the Company;
  - (bb) to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others; and
  - (cc) do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects.

## 5. Application of Income and Property

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Charity, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the payment of:
- (a) reasonable and proper remuneration to any officer, employee or member of the Charity in return for any services provided to the Charity;
  - (b) a reasonable rate of interest on money lent to the Charity;
  - (c) a reasonable rent or hiring fee for property let or hired to the Charity;
  - (d) premiums on the indemnity insurance referred to in clause 4.
- 5.2 A Trustee must not receive any payment of money or other material benefit from the Charity except:
- (a) as permitted by law;
  - (b) as mentioned in clauses 5.1 and 5.3;
  - (c) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business;
  - (d) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance).
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- (a) the goods or services are actually required by the Charity;
  - (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services;
  - (c) no more than one half of the Trustees are subject to such a contract in any financial year; and
  - (d) the Trustees comply with the procedures set out in clause 5.4 and any such additional procedures as are required by law.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

- (a) declare an interest as or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter; and
- (e) comply with such additional procedures as are required by law.

5.5 This clause 5 may not be amended without the prior written consent of the Charity Commission.

## 6. **Limited Liability**

6.1 The liability of the members is limited.

## 7. **Guarantee**

7.1 Each member promises, if the Charity is dissolved, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity.

## 8. **Dissolution**

If the Charity 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 by transfer to one or more other bodies or persons established for exclusively charitable purposes within, the same as or similar to the Objects;
- 8.2 directly for the Objects or charitable purposes within, the same as or similar to the Objects.

## 9. **Interpretation**

- 9.1 Words and expressions defined in the articles of association of the Charity have the same meanings in this memorandum of association.
- 9.2 References to an Act of Parliament are references to such 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.

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**NAMES AND ADDRESSES OF SUBSCRIBERS**

**SIGNATURES OF SUBSCRIBERS**

Name Richard John Godwin .....

Address 9 Holly Walk  
Silsoe  
Bedford  
MK45 4DT

Name Jonathan Galton Bomford .....

Address Spring Hill House  
Salters Lane  
Lower Moor  
Pershore  
Worcestershire  
WR10 2PE

Name Raymond Clay .....

Address Yew Tree House  
11 The Mount  
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Cheshire  
CW12 4FD

Name John Vaudrey Fox .....

Address Herons' Reach  
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Tiddington  
Stratford-upon-Avon  
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Name Geoffrey Frank Derek Wakeham .....

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