
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

LANDSCAPE RESEARCH GROUP LIMITED

1. THE NAME of the Company is "Landscape Research Group Limited" (hereinafter called "the Group").
2. THE REGISTERED OFFICE of the Group will be situate in England.
3. THE OBJECTS for which the Group is established shall be to advance education and research, encourage interest and exchange information for the public benefit in the field of landscape and any related fields.
4. IN FURTHERANCE OF THE FOREGOING OBJECTS or any of them but not further or otherwise, the Group shall have the following powers:
 - (a) To take over, acquire, assume and undertake the activities assets, obligations and engagements of Landscape Research Group, an unincorporated association to the extent that the said activities, assets obligations and engagements are within the scope of and otherwise in conformity with the objects specified in Clause 3 above.
 - (b) To collaborate with its members and others in joint projects and programmes in the fields of activity contemplated by the objects of the Group or any of them and to promote the exchange of ideas and experience with and between its members and others in those fields of activity.
 - (c) To promote discussion and consultation with and between individuals organisations and institutions interested in the fields of activity contemplated by the objects of the Group or any of them with a view to furthering activity in those fields.
 - (d) To seek to educate and inform the general public throughout the world concerning the nature and importance of the fields of activity contemplated by the objects of the Group with a view to furthering public support and understanding in this regard.



- (e) To arrange for the delivery and holding of, and to contribute towards any lectures, conferences, courses, seminars, meetings and the like, with a view to promoting discussion, support and understanding with regard to the fields of activity contemplated by the objects of the Group.
- (f) To print and publish any journals, reports, periodicals, books, leaflets and the like with a view to promoting discussion, support and understand with regard to the fields of activity contemplated by the objects of the Group.
- (g) To act as consultants to any charitable organisation, association, institution or company in relation to the fields of activity contemplated by the objects of the Group.
- (h) To enter into and carry into effect any agreements or arrangements with any associations, institutions, companies or individuals.
- (i) To found, subsidise, manage, act as trustee in relation to and assist any charitable funds, associations or institutions.
- (j) To undertake, accept, execute and administer any charitable trusts.
- (k) To establish and support or aid the establishment and support or any charitable association or institution, trust or fund and to subscribe or guarantee money for any charitable purpose or purposes.
- (l) To establish, subsidise, promote, amalgamate, co-operate or federate with, affiliate or become affiliated to, act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are wholly of a charitable nature, but so that none of the funds of the Group shall be paid to any federated affiliated or co-operative association, society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Group by Clause 4 of this Memorandum of Association.
- (m) To establish and maintain any capital funds or reserves consisting of monies not immediately required for use in connection with any of the objects of the Group.
- (n) To seek and obtain financial assistance for the Group both from members and from non-members.
- (o) To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, request, subscription, contribution, sponsorship or fund and to apply any capital as well as the income of any such legacy, donation or fund.

- (p) To purchase or otherwise acquire instruments, plants, machinery, furniture, fixtures, fittings and all other effects of every description reasonably necessary for the furtherance of all or any of the objects of the Group.
- (q) Subject to such consents as may be required by law to borrow and raise money on such terms and on such security as may be thought fit.
- (r) To lend and deposit any monies of the Group not immediately required for use in connection with any of its objects to or with such person or persons and on such terms as may be considered reasonable.
- (s) To invest and deal with any moneys of the Group not immediately required for use in connection with any of its objects in the purchase of or at interest upon the security of, such stocks, funds, shares, securities, units in a unit trust or other investments or property moveable or immoveable or of whatsoever nature and situated anywhere in the world, and whether involving liability or not, and whether in possession or reversion subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law subject also as hereinafter provided.
- (t) To purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever and any rights privileges and easements over or in respect of any property and to construct maintain and alter buildings or erections.
- (u) Subject to such consents as may be required by law to sell, manage, lease, mortgage, exchange, dispose of, or otherwise deal with and turn to account all or any part of the property or assets of the Group.
- (v) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements or any one or more of the associations societies or bodies with which the Group is authorised to co-operate or federate.
- (w) To retain or employ professional or technical advisers or workers (not being Directors) in connection with the objects of the Group and to pay such fees for their services as may be necessary.
- (x) To hire and employ all classes of persons (not being Directors) considered necessary for the purposes of the Group and to pay such persons and all other persons in return for services rendered to the Group reasonable salaries, wages and charges and to provide by way of additional remuneration to any persons employed by the Group any benefits of a reasonable nature customarily provided to employees.
- (y) To establish and support pensions, superannuation, and other schemes for the benefit of persons (not being Directors) employed by the Group and to grant pensions or retirement allowances to persons who have been employed by the Group or to their dependants.

- (z) To apply for and obtain any legislative, municipal or other acts or authorisations for the purpose of enabling the Group to carry any of its objects into effect or of effecting any modifications of the Group's constitution.
- (aa) To procure the registration of the Group in or under the laws of any place outside England and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state, colony, province, dominion, sovereign or authority supreme municipal, local or otherwise.
- (bb) To pay out of the funds of the Group the reasonable costs, charges and expenses necessary to the formation and registration of the Group.
- (cc) To do all such other things as may further the attainment of the objects of the Group or any of them.

PROVIDED THAT:

- (i) In case the Group shall take or hold any property which may be subject to any trusts, the Group shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) In case the Group shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Group 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 the Group shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been answerable and accountable if no incorporation had been effected, and the incorporation of the Group shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over the Board of the Group, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Group were not incorporated.

5. THE INCOME AND PROPERTY OF THE GROUP shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Group and no member of the Board of the Group shall be appointed to any office of the Group paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Group. Provided that nothing herein shall prevent any payment in good faith by the Group:-

- (a) of reasonable and proper remuneration (including without prejudice to the generality of the foregoing any benefits of a nature customarily provided to employees) to any member, officer or servant of the Group (not being a Director) for any services rendered to the Group;
- (b) of interest on money lent to the Group by any member of the Group or of the Board of the Group at a rate per annum not exceeding the normal market rate at the time when the money was lent;
- (c) of reasonable and proper rent for premises demised or let by any member of the Group or of the Board of the Group;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of the Group may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of the Board of the Group of reasonable out-of-pocket expenses.

6. TRUE ACCOUNTS shall be kept of the sums of money received and expended by the Group and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Group, and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Group's Articles of Association for the time being in force, such accounts shall be open to the inspection of the members. Once at least in every year, the accounts of the Group shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

7. NO ADDITION, ALTERATION OR AMENDMENT shall be made to the provisions of the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Charity Commissioners

8. IF A LICENCE pursuant to Section 19 (1) of the Companies Act 1948 is granted to the Group, no addition, alteration or amendment shall be made to the provisions of the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Department of Trade.

9. THE LIABILITY of the members is limited.

10. EVERY MEMBER OF THE GROUP undertakes to contribute to the assets of the Group in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Group contracted before he ceased 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 One Pound.

11. IF UPON THE WINDING UP OR DISSOLUTION OF THE GROUP there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not except as hereinafter provided be paid to or distributed among the members of the Group but shall be given or transferred to some charitable institution or institutions (whether or not the same shall be a member or members of the Group) having objects similar to the objects of the Group, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Group under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Group at or before the time of dissolution, provided always that where any institution determined as aforesaid shall also be a member of the Group such determination shall not become valid and effective and no such payment or distribution as aforesaid shall be made to such institution pursuant thereto unless and until the same shall be approved by the Charity Commissioners, and if and so far as effect cannot be given to the foregoing provisions of the Articles then any property of the Group which shall otherwise remain undistributed shall be paid or applied to or for some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

J. H. Appleton

Prof. JAMES HENRY APPLETON
39 Hull Road
Cottingham, N. Humberside HU16 4PN.
(University Professor, retired)

David Lowenthal

Prof. DAVID LOWENTHAL
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(University Professor)

Dr. Steven Shuttleworth

Dr. STEVEN SHUTTLEWORTH
27 Leventhorpe Avenue
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(Chartered Town Planner)

Mrs. Caryl A. Swanwick

Mrs. CARYS ANNE SWANNICK
Dale Cottage, The Dale,
Eyam, nr. Sheffield S30 1QU.
(Environmental Consultant)

Dr. David Ian Brotherton

Dr. DAVID IAN BROTHERTON
Lathkill Old Farmhouse, Over Haddon,
Bakewell, Derbyshire DE4 1JE.
(University Lecturer)

Dated the 24th day of February 1983.

Witness to the signature of the above-named

H. T. Moggridge

Landscape Architect,
Filkins, Lechlade, Glos
GL7 3JQ

Mr. HARRY TRATHERNE MOGGRIDGE
Filkins
Lechlade, Gloucestershire GL7 3JQ.
(Landscape Architect)