

**The Companies Act 1985**  
**Company Limited by Guarantee**  
**and Not Having a Share Capital**

**MEMORANDUM OF ASSOCIATION**

of

DEEN CITY FARM LIMITED

1. The name of the Company (hereinafter called “the Association”) is Deen City Farm Limited.
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-
  - A. To promote primarily for the benefit of the inhabitants of, and persons employed in, the London Borough of Merton (hereinafter called the beneficiaries) and the neighbourhood thereof (hereinafter called “the area of benefit”) without distinction of sex or of political religious or other opinions by associating the local authorities and/or voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and other leisure occupation with the object of improving the conditions of life for the said inhabitants and particularly of those who have need of such facilities by reason of their youth, age, infirmity or disablement poverty or social and economic circumstances.
  - B. To advance the education of the said beneficiaries, and particularly young members of the public at large, in agriculture, horticulture, home-crafts, country life and related subjects and in the principles of self-discipline and good citizenship, through their leisure-time activities so that they develop their physical, mental and spiritual capacities and grow to full maturity as individuals and members of society, and their conditions of life may be improved.
  - C. To promote among the inhabitants of the area of benefit humanity and morality by educating them in care and consideration for all animals, particularly animals in need of care and protection; and for these purposes to care for and exhibit animals in common agricultural and domestic use so that the public, and particularly the young members thereof, will learn a greater awareness of and appreciation for such animals.
  - D. To provide education and training for persons who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, resident in the said area of benefit, so as to prepare them for any trade, occupation or service and thereby advance them in life or enable them to earn their own livelihood.

- E. To relieve physically or mentally handicapped or disabled or deprived inhabitants of the said area of benefit by providing as a remedial recreational or therapeutic activity facilities for horse and pony riding, subject where appropriate to the consent of the medical advisers of all such persons.

The association shall have the following powers namely:-

- a. Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges necessary for the promotion of the said objects, and construct, maintain and alter any buildings or erections necessary for the work of the Association.
- b. Subject to such consents as may from time to time be required by law, sell, let, mortgage, dispose of or turn or account all or any of the property of the Association.
- c. Take and accept any gifts of property whether or not subject to any trusts.
- d. Undertake and execute any charitable trusts which may lawfully be undertaken by or on behalf of the Association.
- e. Provide such accommodation, services and facilities as shall be necessary.
- f. Give lectures, conduct seminars, hold conferences and discussions, and provide instruction and information.
- g. Print and publish and arrange to have printed and published either gratuitously or for sale at moderate prices reports, periodicals, leaflets and other literature.
- h. Establish and support any charitable institution or body and subscribe or guarantee money for charitable purposes.
- i. Issue appeals, hold public meetings, lectures and exhibitions, and take all such other steps as may be necessary for the purpose of promoting and publicising the objects of the Association and procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise; provided that the Association shall not undertake any substantial permanent trading activities concerned solely with the raising of funds for its primary objects.
- j. Conduct research and publish the results of all such research.
- k. Co-operate and co-ordinate with representatives of the statutory authorities and voluntary organisations and other charities or any other organisation in the achievement of the said objects or any of them.
- l. Employ and remunerate staff and other servant agents or employees and make all such provision for such persons by pensions and similar benefits as may be required.
- m. Promote, encourage and undertake experimental work in the provision of public amenities.

n. Do all such other things as shall further the said objects, or any of them.

Provided that:-

- i. The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
  - ii. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - iii. In case the Association shall take hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 Council of Management or Governing Body of the Association shall be chargeable for any such property that 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 as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commissioners over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were incorporated.
4. The income and property of the Association 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 Association and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:-

- A. of reasonable and proper remuneration to any member, officer or servant of the Association not being a member of its Council of Management or Governing Body for any services rendered to the Association;
- B. of interest or money sent by any member of the Association or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England, or 3 per cent, whichever is the greater;

- C. of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body;
  - D. of fees, remuneration or other benefit in money or money's worth to an Association of which a member of the Council of Management or Governing Body may be a member holding not more than 1/100th part of the capital of that Association.
  - E. to any member of its Council of Management or Governing Body of out-of-pocket expenses
5. No addition, alteration or amendment shall be made to or in 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 Commission.
  6. The liability of the members is limited.
  7. Every member of the Association undertakes to contribute to the Assets of the Association, 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 Association 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 contributories among themselves, such amount as may be required not exceeding the sum of one pound (£1).
  8. If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

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

Names, Addresses and Descriptions  
of Subscribers

IVAN JOHN WHITTINGHAM  
170 Dorset Road  
London  
SW19 3EF

Chartered Secretary

MAXINE MARGARET MARCH  
13 Northanger Road  
London  
SW16 5RX

Teacher

Dated the 16<sup>th</sup> day of December 1990

WITNESS to the above Signatures:-

M FAWDRY  
3 Ascot Road  
Tooting Junction  
SW17 9JJ