

**THE COMPANIES ACTS 1985 & 1989 COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF THE FRIENDS OF
HIGHGATE CEMETERY TRUST**

1. The Company's name is "Friends of Highgate Cemetery Trust" (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 ("the Objects") are
 - 3.1 to promote the public benefit in relation to Highgate Cemetery ("the Cemetery") by any means appropriate and likely to preserve it as a place of historic and other interest and beauty;
 - 3.2 to permit the Cemetery (or such part thereof as may be available for the purpose) to be used as a public burial ground;
 - 3.3 to secure the repair, restoration and preservation of the Cemetery, its monuments and buildings and other artefacts and their setting for the public benefit.
4. In furtherance of the Objects but not further or otherwise the Charity may exercise the following powers:
 - 4.1 To speak and act on behalf of all who care for the Cemetery as a place of historic and other interest including those who cherish the memory of persons buried there;
 - 4.2 To secure public access to and enjoyment of the Cemetery upon such terms and conditions as the Charity shall determine;
 - 4.3 To conserve the natural plant, animal and bird life of the Cemetery and so far as practicable of its surroundings;
 - 4.4 To protect and preserve the monuments and buildings within the Cemetery ;
 - 4.5 To promote in relation to the Cemetery historical, genealogical, architectural, botanical, or zoological or other study or research, and publish the results thereof;
 - 4.6 To arrange public lectures, seminars and broadcasts, and to publish educational materials concerning the Cemetery;
 - 4.7 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 Charity;
 - 4.8 To borrow or raise funds and to invite and receive contributions either for the general purposes of the Charity or for some special purpose within or connected with the Objects: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - 4.9 To invest funds belonging to the Charity in any manner permitted by law whether or not authorised for the investment of trust funds;

- 4.10 To establish one or more than one wholly-owned subsidiary company and appoint such company as agent of the Charity;
 - 4.11 To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - 4.12 Subject to clause 5 below to employ such staff, who shall not be Directors of the Charity (hereinafter referred to as "the Trustees"), 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;
 - 4.13 To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - 4.14 To act as charity trustee of, or as a trustee for, any charity formed for purposes within or connected with the Objects and in particular of the Highgate Cemetery Charity;
 - 4.15 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;
 - 4.16 To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
 - 4.17 To do all such other lawful things as are necessary for the achievement of the Objects.
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:
 - 5.1 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee or, subject to the written approval of the Charity commissioners, to any member who is a Trustee;
 - 5.2 of interest on money lent by any member of the Charity (including a Trustee) at a rate per annum not exceeding the published base lending rate of a clearing bank to be selected by the Trustees;
 - 5.3 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - 5.4 of reasonable and proper rent for premises demised or let by any member of the Company including a Trustee;
 - 5.5 of premiums on policies of insurance to indemnify the Trustees (or any of them) in respect of personal liability arising from any breach of trust or breach of duty other

than one which the Trustee concerned knew to be a breach of trust or breach of duty or as to which he was reckless whether it was a breach of trust or breach of duty or not;

- 5.6 to any Trustee of reasonable out-of-pocket expenses.
6. The liability of members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £5) to the Charity'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 Charity'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 Charity 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 Charity, 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 by Clause 5 above, chosen by the members at or before the time of dissolution and if that cannot be done then to some other charitable object.