

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE BRITISH FEDERATION OF
FILM SOCIETIES

1. The name of the Company is “The British Federation of Film Societies” (hereinafter called ‘the Federation”)
2. The registered office of the Federation will be situated in England
3. A. The objects for which the Federation is established are :-
 - (i) to advance the education of and to encourage the interest of the public in film as an art and as a medium for information, education and social enlightenment; and
 - (ii) to promote the study and appreciation of films
- B. In furtherance of the forgoing objects but not further or otherwise the Federation shall have the following powers :-
 - (i) to bring to the notice of the public the activities of charitable Community Film Exhibitors
 - (ii) to secure consultation and exchange of views between charitable Community Film Exhibitors
 - (iii) to negotiate with Government Departments and other bodies for the furtherance of the object of the Federation
 - (iv) to facilitate negotiations between charitable Community Film Exhibitors and the film trade on the supply and availability of films to charitable Community Film Exhibitors and the charges made therefore
 - (v) to encourage the formation of new charitable Community Film Exhibitors
 - (vi) to give technical and legal advice to Community Film Exhibitors

- (vii) to take over the assets and liabilities of the unincorporated association known as the British Federation of Film Societies on its dissolution on such terms and conditions as may be thought necessary
- (viii) to keep and publish an annual register of Community Film Exhibitors to the Federation
- (xi) to provide services to Community Film Exhibitors and in particular :-
 - (a) to hold viewing sessions offering comprehensive selections of feature and short films available to Community Film Exhibitors
 - (b) to make, compile, acquire by gift, purchase, devise, lease, hire or otherwise, and publish books, catalogues, pamphlets, films, magnetic tapes, music cuesheets, printing blocks and stills from films and publicity aids of every description and to sell, hire, lend or distribute the same amongst Community Film Exhibitors on such terms and conditions as may be thought necessary
- (xii) to grant, aid and contribute towards the funds of charitable Community Film Exhibitors and to sponsor, assist and guarantee projects and events organised by charitable Community Film Exhibitors
- (xiii) to sponsor, organise and hold conferences, lectures and other events and to give, donate and sponsor awards to any person or society for the purpose of promoting all or any of the objects of the Federation
- (xiv) to acquire by gift, devise, purchase, lease, hire or otherwise, any real or personal property and any estate or interest therein and any rights or privileges necessary or capable of being used or applied for any of the purposes of the Federation
- (xv) subject to clause 4 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Federations or their dependents
- (xvi) to sell, manage, mortgage, exchange, dispose of or otherwise deal and turn to account, all or any part of the property of the Federation as may be necessary to the promotion of its objects or any of them
- (xvii) to borrow and raise money and to issue debentures, debenture stock and other securities and for the purpose of securing any debt or other obligation of the Federation to mortgage or charge all or any part of the property of the Federation
- (xviii) to take such steps as may from time to time be necessary for the purpose of promoting the objects of the Federation or procuring contributions by way of donations, subscriptions, devices, bequests and in any other manner to the funds of the Federation provided that no form of permanent trading is undertaken
- (xix) generally to obtain money for the objects of the Federation in any lawful manner and invest, apply or deal with the same in such manner as may be necessary for effecting such objects providing no form of permanent trading is undertaken

- (xx) to establish or encourage the formation of and to affiliate, combine or co-operate with any other association, society or corporation in all or any parts of the world having objects similar in general respects to those of the Federation or being capable of being conducted so as directly or indirectly to benefit the Federation or to promote the objects which the Federation is formed to promote
- (xxi) generally to aid and to receive aid from any such other association, society or corporation as aforesaid and to subscribe to any association, society or corporation with a view to obtaining any advantage or benefits for or promoting the objects of the Federation
- (xxii) to do all such other things as are necessary to the attainment of the above objects or any of them

Provided always and it is hereby declared that the Federation is established for charitable purposes only in the legal meaning of that phrase and its property and income shall be held and applied for those purposes only and that all the objects and powers of the Federation set forth in this Memorandum shall be construed as limited by the foregoing terms of this proviso which shall be treated as overriding in effect and as governing all the provisions of this Memorandum notwithstanding anything expressed or implied therein to the contrary

Provided also that in case the Federation shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Federation shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by the law.

4. The income and property of the Federation shall be applied solely towards the promotion of its objects set as 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 Federation and no member of its Governing Body shall be appointed to any other office of the Federation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Federation. Provided that nothing therein shall prevent any payment in good faith by the Federation :-

- (a) of reasonable and proper remuneration to any member officer or servant of the Federation (not being a Trustee or a Member except as provided in subclause 4(f) hereof) for any services rendered to the Federation
- (b) of interest on money lent by any Member or any Trustee at a rate per annum not exceeding 2% less than the minimum lending rate prescribed for the time being by the Bank of England, or 3% whichever is the greater
- (c) of reasonable and proper rent for premises demised or let by any Member or any Trustee to the Federation
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Member or a Trustee may be a member holding not more than one hundredth part of the capital of that company
- (e) to any Member or a Trustee of out-of-pocket expenses
- (f) of reasonable and proper remuneration to any person being a Trustee for providing any service falling within Article 16 of the Articles provided always that

the Trustee falling within the said Article 16 shall not be present at any meeting of the Board of Trustees whilst their remuneration is being discussed, and shall not count in a quorum for the purposes of the meeting at which such remuneration is to be considered

5. The liability of the members is limited.
6. Every Member undertakes to contribute to the assets of the Federation in the event of the same being wound up while he is a Member, or within a year after he ceases to be a Member, for payment of the debts and liabilities of the Federation 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 one pound (£1.00)
7. If upon the winding up or dissolution of the Federation 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 but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Federation, 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 Federation under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members 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
8. The word "film" where used in this Memorandum and in the following Articles shall be given the widest possible construction and shall include all methods, presently used or to be developed at any time hereafter for the storing and/or communication and/or presentation of visual images with accompanying sound, whether on cellulose, paper, magnetic tape, video tape or on any material whatsoever. Further all definitions in the Articles of Association of the Federation apply equally to the provisions of this Memorandum of Association of the Federation

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

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