

The Companies Acts 1985 to 1989

**Company Limited by Guarantee and not having
a Share Capital**

**Company Number:
31752203**

**Memorandum and Articles of Association of
Spinal Injuries Association**

Incorporated the 19th day of March 1996

Amended the 26th day of September 1998

Amended the 7th day of October 2006

Amended the 6th day of October 2010

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**The Companies Acts 1985 to 1989
Company Limited by Guarantee and not having
a Share Capital**

**Memorandum of Association of
Spinal Injuries Association**

1. The Company's name is 'Spinal Injuries Association' (and in this document it is called 'the Association').
2. The Association's registered office is to be situate in England and Wales.
3. The Association's objects ('the Objects') are to promote the welfare of all spinal cord injured people and to promote their integration and full participation in society by encouraging and enabling them to become fulfilled and in control of their lives in any manner which now is or hereafter may be deemed by law to be charitable to include but not so as to limit the generality of the foregoing: -
 - (1) the provision of quality services, publications, information, training courses and support to all spinal cord injured people, their families and friends from the moment of injury onwards
 - (2) encouraging spinal cord injured people to take up membership of the Association for the promotion of their needs and concerns
 - (3) promoting and carrying out or assist in promoting and carrying out medical and social research into all aspects of paraplegia and supporting and collaborating with other professionals working in the field
 - (4) promoting and carrying out or assist in promoting and carrying out research into and development of equipment that will improve the quality of life for spinal cord injured people their families and friends
 - (5) raising awareness and understanding amongst the general public of paraplegia and tetraplegia, its causes physical and social consequences and to seek reduction in paralysis due to spinal cord injury
 - (6) establishing the right of access for every spinal cord injured person to the specialised medical expertise and ongoing support from a recognized spinal injuries centre
 - (7) to promote and organise co-operation in the achievement of the Objects nationally, internationally and locally and to that end may bring together in conference. representatives of voluntary agencies, government departments, statutory authorities, other bodies whether incorporated or not and individuals engaged in the furtherance of the Objects
 - (8) to collect and publish information regarding the welfare of spinal cord injured people and regarding the prevention of spinal cord injury and exchange such information with other bodies having similar objects whether in this country or overseas
4. In furtherance of the Objects but not further or otherwise the Association may exercise the following powers:
 - (1) 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 Association;
 - (2) to raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Association to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Association thinks fit and provided also that in raising funds the Association shall not undertake any

**Spinal Injuries Association
Memorandum of Association**

substantial permanent trading activities and shall conform to any relevant statutory regulations;

- (3) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the Objects of the Association in such manner and on such security as the Association may think fit;
- (4) subject to Clause 5 below to employ and pay such staff, architects, surveyors, solicitors and other professional persons who shall not be directors of the Association (hereinafter referred to as 'the trustees'), as are necessary for the proper pursuit of the Objects and to make all reasonable provision for the payment of pensions and superannuation to staff and their dependants;
- (5) to establish and support or aid the establishment and support of any charitable trusts, associations or institutions formed for all or any of the Objects and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the Objects;
- (6) to co-operate with other charities, individuals, voluntary bodies, other bodies incorporated or otherwise and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (7) to pay out of the funds of the Association the costs charges and expenses and incidental to the promotion formation incorporation and registration of the Association;
- (8) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of one or more subsidiary companies;
- (9) to pay the costs of purchasing and maintaining indemnity insurance in respect of any act or default of the trustees or any of them in relation to the Association PROVIDED THAT such insurance shall not extend to indemnification against liability for willful or criminal wrongdoing or default. Section 31 0(3)(a) of the Company Act 1985 is excluded in relation to the provisions hereof;
- (10) to invest and deal with the monies of the Association not immediately required for the said Objects in the purchase of or at interest upon the security of such stocks, funds, shares, property, securities or other investments of whatsoever nature as the trustees shall in their absolute discretion think fit to the intent that the said trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if the said trustees were absolutely entitled to the monies beneficially subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (11) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain enlarge pull down and alter any buildings or erections which the Association may think necessary or convenient for the promotion of its Objects;
- (12) subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association with a view to the furtherance of its Objects;
- (13) to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere save that no amalgamation will be permitted without the agreement of the full members by ordinary resolution in general meeting and save that no amalgamation will be permitted with a charitable organization institution society or body not recognised as charitable in Great Britain) whose objects are wholly or in part similar to those of the Association and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or

**Spinal Injuries Association
Memorandum of Association**

by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may be lawfully acquired or undertaken by the Association of any such charitable organisation, institution, society or body;

- (14) to do all such other lawful things as are incidental or conducive to the achievement of the Objects;

PROVIDED THAT:

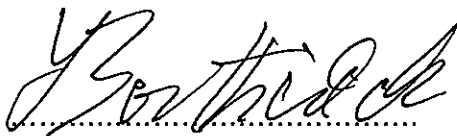
- (a) in case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
 - (b) the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers or organisations of employers
 - (c) in case the Association shall take or hold any property which may be 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 trustees 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 trustees 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 trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated
5. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association and unless the prior consent of the Charity Commissioners has been given no trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association: Provided that nothing in this document shall prevent any payment in good faith by the Association:
- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - (2) of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a trustee;
 - (3) of interest on money lent by any member of the Association or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
 - (4) 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) of reasonable and proper rent for premises demised or let by any member of the Association or a trustee;
 - (6) to any trustee of reasonable out-of pocket expenses.
6. The liability of the members is limited.

Spinal Injuries Association
Memorandum of Association

7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association'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 Association'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 Association 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 Association, 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 least as great as is imposed on the Association by Clause 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers



JOHN BORTHWICK
19 Wynbank Close
Miles Green
Stoke-on-Trent
Staffordshire
ST7 8LR



DANIEL SMITH
17 Manor Road
Cheadle Hulme
Stockport
Cheshire
SK8 7DQ

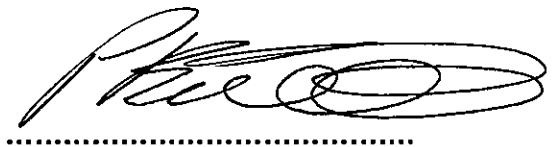
Dated: 6th November 2010

Witness to the above Signatures:

Name: PAUL SMITH

Address: SIA House
2, Trueman Place
Oldbrook
Milton Keynes
Buckinghamshire
MK6 2HH

Occupation: Executive Director



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