

THE COMPANIES ACT 1985

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION
OF
HERTFORDSHIRE SOCIETY FOR THE BLIND

Incorporated the 15TH day of March 1995

(Adopted 5th November 2012)

1. The name of the company (hereinafter called “the Company”) is the Hertfordshire Society for the Blind
2. The registered office of the company will be situated in England and Wales
3. The objects for which the Company is established are to grant assistance to all blind and partially sighted persons ordinarily resident in Hertfordshire or in neighbouring areas; to carry on all such activities as may be conducive to providing for the needs of blind and partially sighted persons; and to carry on all such activities as may be conducive to the prevention, alleviation or cure of problems relating to eyesight; and the Company shall have the following powers, exercisable in furtherance of its said objects, but not otherwise:

3.1

(a) to provide or assist in providing equipment and technological aids for blind or partially sighted persons;

(b) to provide advice and information relating to the problems experienced by blind and partially sighted persons;

(c) to provide education and training for blind and partially sighted persons and for those caring for or assisting such persons;

(d) to provide premises at which activities conducive or relevant to the needs or interests of blind or partially sighted persons may be carried on;

(e) to provide advice and information relating to the prevention, alleviation or cure of eyesight problems;

(f) to make representations to local and national government bodies on issues relevant to blind and partially sighted persons or to eyesight problems in general; and

(g) to co-operate with any other charity, organisation, council or other private or public body for the purpose of any project or initiative likely to promote the objects of the Company.

3.2 to arrange for the visiting of blind and partially sighted persons in their own homes, hospitals or elsewhere with a view to affording them comfort and encouragement and assistance in the solution of domestic and other problems;

3.3 provide every other service and assistance necessary for the benefit health and comfort of blind and partially sighted persons;

3.4 to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct maintain and alter buildings or erections;

3.5 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;

- 3.6 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- 3.7 to borrow or raise any money on such terms and on such security as may be thought fit with such consents as are required by law;
- 3.8 To take and accept any gift of money, property or other assets whether such to any special trust or not;
- 3.9 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 3.10 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.11 to invest monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money with or without security to or for any charitable associations or institutions;
- 3.13 To undertake and execute charitable trusts;
- 3.14 to engage and pay any person or persons whether on a full time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of Clause 4 hereof, to make any reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of the

employees or former employees and their wives, husbands and other dependents;

- 3.15 to amalgamate with any other companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this memorandum of Association;
- 3.16 To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.17 to do all such other lawful and charitable things as shall further the attainment of the objects of the Company or any of them provided that:
 - 3.17.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - 3.17.2 The Company's objects shall not extend to the regulation of relations between workers and employees or organisations of workers and organisations of employers;
 - 3.17.3 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Company 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 directors of the Company shall be chargeable for any such property that may come

into their hands and shall be answerable to and account 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 directors have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this 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 Company and no director of the Company 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 Company Provided that nothing herein shall prevent any payment in good faith by the Company:
 - 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
 - 4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less that the base lending rate for the time being of the Company's clearing bankers or 3% whichever is greater;
 - 4.3 To any director of reasonable out-of-pocket expenses;
 - 4.4 of fees, remuneration or other benefit in money or money's

worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;

- 4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.
5. The liability of the members is limited
6. Every member of the Company undertakes to contribute to the assets of the Company, 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 Company 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 £1.00.
7. If upon the winding up or dissolution of the Company 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 Company, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Company, 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 Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision then to some other charitable body.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this

Names, addresses and descriptions of subscribers