
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

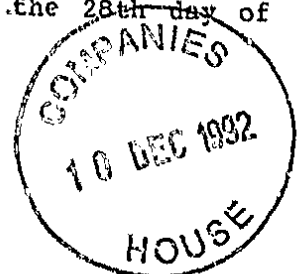
of

THE ROYAL NATIONAL INSTITUTE FOR THE DEAF

1. The name of the Company (hereinafter called "the Institute") is "The National Institute for the Deaf"*..
2. The registered office of the Institute will be situate in England.
3. The objects for which the Institute is established are:-
 - (A) To acquire the property, business and undertaking of the existing unincorporated association known as the National Institute for the Deaf, whose office is at 105 Gower Street in the County of London or such part of such property, business and undertaking as can be legally vested in the Institute, and to carry on the work of the said Association, and to hold and administer all charitable funds now held and administered by it;

*Name changed to "The Royal National Institute for the Deaf" on the 19th day of July 1962, pursuant to a special resolution passed on the 13th day of July 1962.

*Name changed to "The Royal National Institute for Deaf People" on 1st December 1992 pursuant to a special resolution passed on the 28th day of October 1992.



- (B) to promote and encourage the prevention and mitigation of deafness and the better treatment, education, training, employment and welfare of deaf people (which expression in this Memorandum includes the full range of deaf people whose hearing is significantly different from that of the general population), generally to promote, safeguard and protect the interests and welfare of deaf people;
- (C) to bring together in council representatives of the various national and local bodies engaged in promoting or protecting the welfare of deaf people, together with representatives of public opinion and persons engaged in general social welfare work;
- (D) to support, financially or otherwise, and cooperate with local and other bodies, institutions, agencies, societies or associations, incorporated or unincorporated, engaged in any work for the welfare of deaf people;
- (E) to promote or support, financially or otherwise, the training of teachers of and welfare workers for deaf people;
- (F) to promote, oppose and watch over legislation affecting deaf people, and to promote, support and assist the carrying into effect of any legislation affecting deaf people;
- (G) to provide facilities for social intercourse between deaf people, and for this purpose to establish, maintain, manage and assist, financially or otherwise, clubs for deaf people, provided always that any such facilities or clubs shall be for the benefit of deaf people generally and shall not be restricted, directly or indirectly, to members of the Institute;
- (H) to establish, maintain and manage institutions, homes, hostels, rest houses and holiday homes or camps for the treatment, care or benefit of deaf people, and to assist deaf people, financially or otherwise, in obtaining medical or surgical advice or treatment;

- (I) to assist deaf people (not being members of the Institute), financially or otherwise, in obtaining technical, professional or general education, and to establish, maintain and manage colleges, schools and classes for the technical, professional or general education of deaf people, and to provide, financially or otherwise, for the delivery and holding of lectures, exhibitions, public meetings, classes, concerts and conferences calculated, directly or indirectly, to advance the cause of such education;
- (J) to assist deaf people in obtaining employment or establishing themselves in trades, professions or occupations by establishing employment bureaux or departments or by granting financial assistance or otherwise;
- (K) to conduct and encourage or support, financially or otherwise, investigation or research into the causes, prevention, cure, mitigation or treatment of deafness or into any matter concerned with the welfare of deaf people and to collect, publish and distribute information thereon in the United Kingdom or elsewhere;
- (L) to encourage and support, financially or otherwise the discovery of, and to investigate and make known the nature, qualities and effects, of inventions which are or may be considered capable of being applied, directly or indirectly, to the prevention, cure, mitigation or treatment of deafness or for purposes, beneficial or advantageous to deaf people, and to acquire any patents, licences or other protection covering any such invention;
- (M) to appeal for, raise, collect, expand, invest and accumulate funds, income and other property, and to receive subscriptions, donations, and legacies for the purposes aforesaid, and to undertake and carry out propaganda work of all descriptions for making known the objects of the Institute obtaining funds for carrying out such objects, co-ordinating the efforts and activities of all persons and bodies engaged in or interested in securing the welfare of deaf people or the prevention, cure, amelioration or treatment of deafness, and generally furthering the objects of the Institute;

- (N) to undertake and execute any trusts established or constituted wholly or partially for the prevention, cure, mitigation or treatment of deafness or for benefitting deaf people or any particular deaf individual or class of deaf people or his or their dependents, and to establish, superintend, administer and contribute to any charitable funds established for the like purposes, and to give charitable aid to any deaf individual or the dependents of any deaf individual who may be in poor financial circumstances, and who is or are not a member or members of the Institute;
- (O) to grant pensions or gratuities to any employees or ex-employees of this Institute or dependents of any such persons, and to establish or support funds and trusts which may be considered calculated to benefit any such persons; provided that such persons shall not at the time of receiving such pensions or gratuities be members of the Institute;
- (P) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Institute may think necessary or convenient for the promotion of its powers, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Institute;
- (Q) to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Institute as may be thought expedient with a view to the promotion of its powers.
- (R) to undertake and execute any trusts which may lawfully be undertaken by the Institute and may be conducive to its objects;
- (S) to borrow or raise money for the purposes of the Institute on such terms and on such security as may be thought fit;

- (T) to invest the monies of the Institute not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that monies subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law;
- (U) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Institute or calculated to further its objects;
- (V) to effect insurance by or on behalf of any trustee or officer of the Institute against their liability in respect of acts which are undertaken by them in the administration of the Institute either properly or in breach of trust but in the bona fide belief that they were not in breach of trust; and to bear the cost of effecting and maintaining such insurance from the property of the Institute or its income;
- (W) to acquire, retain and dispose of any wholly owned subsidiary provided that:-
 - (W)(i) such subsidiary pays all of its profits available for distribution to the Institute to be applied towards the promotion and carrying out of the objects and powers of the Institute;
 - (W)(ii) no Trustee or other person concerned in the management of the Institute shall hold any salaried office or employment in such subsidiary or enter into any contract with such subsidiary other than a contract which if entered into by the Institute would not have infringed clause 4 hereof;
 - (W)(iii) such subsidiary may make any payment in good faith of reasonable and proper remuneration to any member,

officer or servant of the Institute not being a Trustee of the Institute for any services actually rendered to such subsidiary; and

(W)(iv) the Institute shall not bear any costs of incorporation or acquisition of any such subsidiary nor shall the Institute enter into any transactions with any such subsidiary save for transactions on an arm's length basis.

(X) to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Institute shall not support with its funds any power, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Institute would make it a Trade Union.

Provided also that in case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Ministry of Education, the Institute 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 Managers or Trustees of the Institute 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 Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Ministry of Education over such Managers or Trustees, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Institute were not incorporated. In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the object of the Institute 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 the members of the Institute.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Institute, or to any member of the Institute, in return for any services actually rendered to the Institute, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Institute; but so that no trustee of the Institute shall be appointed to any salaried office of the Institute or any office of the Institute paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Institute to any trustee of the Institute, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Institute; provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable, or telephone company of which a trustee of the Institute may be a member, or any other company in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.
6. Every member of the Institute undertakes to contribute to the assets of the Institute, 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 Institute 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 £1.05.

7. If upon the winding up or dissolution of the Institute 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 Institute, but shall be given or transferred to some other charitable institution or institutions having objects compatible with the objects of the Institute, 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 Institute under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Institute 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. True accounts shall be kept of the sums of money received and expended by the Institute, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Institute; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Institute shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.