

Company No.: 05222281

Registered Charity No.: 256335

**The Companies Act 1985 (as amended)**

**Company Limited by Guarantee and not having a share capital**

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**SPECIAL RESOLUTION  
OF  
BATH INSTITUTE OF MEDICAL ENGINEERING LIMITED**

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At a General Meeting of the above named company duly convened and held on 26<sup>th</sup> October 2007 at the University of Bath the following Special Resolution was passed for which s 64 consent from the Charity Commissioners has previously been obtained

**SPECIAL RESOLUTION**

That the Memorandum of Association of the Company shall be deleted and in its place the Memorandum of Association attached hereto shall be adopted

Signed this 26<sup>th</sup> of October 2007

*Peter Lawes*

PETER LAWES

*James W. Robinson*

JAMES W. ROBINSON

*Anthony W. Miles*

ANTHONY W. MILES

FRIDAY



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16/11/2007

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COMPANIES HOUSE

**COMPANIES ACTS 1985 & 1989**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

COMPANIES HOUSE

**BATH INSTITUTE OF MEDICAL ENGINEERING LIMITED**

**1 NAME**

The name of the company is **Bath Institute of Medical Engineering Limited** ("the Institute")

**2 REGISTERED OFFICE**

The registered office of the Institute is to be in England and Wales

**3 OBJECTS**

The objects of the Institute are the advancement of medical education and of engineering research for medical purposes, the dissemination of the knowledge thereby acquired and the relief of those in need (by reason of their disability, age or infirmity) by the provision of devices and equipment to assist in their medical treatment or improve their quality of life ("Objects")

**4 POWERS**

The Institute has the following powers which may be exercised only in promoting the Objects

- 4 1 to design, develop and provide (and to assist in the design, development and provision) of devices or equipment,
- 4 2 to grant licences to, or enter into agreements with, third parties for the manufacture or marketing of devices or equipment,
- 4 3 to promote or carry out research,
- 4 4 to provide advice,
- 4 5 to publish or distribute information,
- 4 6 to co-operate with other bodies,
- 4 7 to support, administer or set up other charities,
- 4 8 to raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution;

- 4 9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993),
- 4 10 to acquire or hire property of any kind,
- 4 11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993),
- 4 12 to make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Council,
- 4 13 to set aside funds for special purposes or as reserves against future expenditure,
- 4 14 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the Institute shall have power to retain any investments donated to it,
- 4 15 to delegate the management of investments to a financial expert, but only on terms that
  - 4 15 1 the investment policy is set down in writing for the financial expert by the Council,
  - 4 15 2 every transaction is reported promptly to the Council,
  - 4 15 3 the performance of the investments is reviewed regularly with the Council,
  - 4 15 4 the Council is entitled to cancel the delegation arrangement at any time,
  - 4 15 5 the investment policy and the delegation arrangement are reviewed at least once a year,
  - 4 15 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Council on receipt,
  - 4 15 7 the financial expert must not do anything outside the powers of the Council
- 4 16 to arrange for investments or other property of the Institute to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Council or of a financial expert acting under its instructions and to pay any reasonable fee required,

- 4 17 to insure the property of the Institute against any foreseeable risk and take out other insurance policies to protect the Institute when required,
- 4 18 to insure the members of the Council against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the member of Council concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4 19 subject to clause 5 to employ paid or unpaid agents staff or advisors,
- 4 20 to enter into contracts to provide services to or on behalf of other bodies,
- 4 21 to establish subsidiary companies to assist or act as agents for the Institute,
- 4 22 to pay the costs of forming the Institute, and
- 4 23 to do anything else within the law which promotes or helps to promote the Objects

**5 BENEFITS TO MEMBERS AND TRUSTEES**

- 5 1 The property and funds of the Institute must be used only for promoting the Objects and do not belong to the members of the Institute but
  - 5 1 1 members who are not members of the Council may be employed by or enter into contracts with the Institute and receive reasonable payment for goods or services supplied,
  - 5 1 2 members (including members of the Council) may be paid interest at a rate not exceeding 2 per cent per annum above the Bank Rate on money lent to the Institute,
  - 5 1 3 members (including members of the Council) may be paid a reasonable rent or hiring fee for property let or hired to the Institute, and
  - 5 1 4 individual members who are not members of the Council but who are beneficiaries may receive charitable benefits in that capacity
- 5 2 A member of the Council must not receive any payment of money or other material benefit (whether directly or indirectly) from the Institute except
  - 5 2 1 as mentioned in this clause and in clauses 4.18, 5 1 2, 5 1 3 or 5 3,

- 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Institute,
- 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Institute (including the costs of a successful defence to criminal proceedings),
- 5 2 4 payment to any company in which a member of the Council has no more than a 1 per cent shareholding,
- 5 2 5 notwithstanding clause 5 2 4, payment to any company of which a member of the Council is a member and which is operating under a licence or permission granted by the Institute provided that the requirements of clause 5 4 are complied with, or
- 5 2 6 in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance)
- 5 3 Any member of the Council (or any firm or company of which a member of the Council is a member or employee) may enter into a contract with the Institute to supply goods or services in return for a payment or other material benefit but only if
  - 5 3 1 the goods or services are actually required by the Institute,
  - 5 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5 4, or
  - 5 3 3 no more than one third of the members of the Council are subject to such a contract in any financial year
- 5 4 Whenever a member of the Council has a personal interest in a matter to be discussed at a meeting of the Council or a committee the member of the Council concerned must.
  - 5 4 1 declare an interest at or before discussion begins on the matter,
  - 5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
  - 5 4 3 not be counted in the quorum for that part of the meeting, and
  - 5 4 4 withdraw during the vote and have no vote on the matter
- 5 5 This clause 5 may not be amended without the prior written consent of the Charity Commission

6      **LIMITED LIABILITY**

The liability of members is limited

7      **GUARANTEE**

Every member promises if the Institute is dissolved while he she or it remains a member or within 12 months afterwards to contribute up to £10 towards the costs of dissolution and the liabilities incurred by the Institute while the contributor was a member

8      **DISSOLUTION**

8 1    If the Institute is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1    by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

8 1 2    directly for the Objects or charitable purposes within or similar to the Objects, or

8 1 3    in such other manner consistent with charitable status as the Charity Commission approve in writing in advance

8 2    A final report and statement of account must be sent to the Charity Commission

9      **INTERPRETATION**

9 1    Words and expressions defined in the Articles have the same meanings in this Memorandum

9 2    References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it