

THE COMPANIES ACT 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL
MEMORANDUM OF ASSOCIATION
OF
ACCESS-ABILITY COMMUNICATIONS TECHNOLOGY

1. The name of the Association (hereinafter called "the Company") is Access-Ability Communications Technology
2. The registered office of the Company will be situated in England.
3. The Company is established:
 - a) to promote and advance the education and training of children, young people and adults who are subject to any disability associated with speech, language and different forms of communication principally for the purpose of improving accessibility and inclusiveness through the use of Information and Communications Technology ("ICT")
 - b) to advance the education of the public by providing inclusive and accessible information and training with a view to raising awareness and understanding of persons who are challenged by speech, language and communication difficulties.
- 4(1) In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purposes):
 - (a) to establish accessible learning centres directed primarily towards the development and use of ICT;
 - (b) to foster, promote, commission and undertake research and development;
 - (c) to disseminate research and development outcomes;
 - (d) to train teachers, parents and others so that they can understand and help people with the challenges of speech, language and communication;
 - (e) to foster, initiate, and develop projects concerned with global communications;

- (f) to encourage co-operation and integration between and provide meeting places for people with a variety of disabilities and their peers to improve the means and methods of communication between them;
- (g) to hold workshops, exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- (h) to improve the conditions and quality of life for the persons whom the Company is intended to benefit;
- (i) to co-operate and enter into arrangements with any authorities (international, national, local or otherwise) so they become better suited for either understanding the needs of users, including those with disabilities or the need to provide funds to assist the Company in its work;
- (j) to raise funds. In doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (k) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (l) to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
- (m) to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed. The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- (n) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (o) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (p) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company formed for any of the Objects;
- (q) to set aside funds for special purposes as a reserve against future expenditure;
- (r) to employ and remunerate, including payments for or towards pension, such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;

- (s) to:
 - (i) deposit or invest funds;
 - (ii) employ a professional fund-manager; and
 - (iii) arrange for the investments or other property of the Company to be held in the name of a nominee;
- (t) to provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in sub-clause (2) of this clause, but subject to the restrictions specified in sub-clause (3) of the clause;
- (u) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- (v) to do all such other lawful things as are necessary for the achievement of the Objects;

4(2) The liabilities referred to in sub-clause (1)(t) are:

- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
- (b) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

4(3) (a) The following liabilities are excluded from sub-clause (2)(a):

- (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
 - (iii) liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.
- (b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

- 5(2) (a) A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
- (b) Subject to the restriction in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Company's expense.
- 5(3) None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Director receiving:
- (a) a benefit from the Company in the capacity of a beneficiary of the Company;
- (b) reasonable and proper remuneration for any goods or services supplied to the Company.
- 5(4) No Director may:
- (a) buy any goods or services from the Company;
- (b) sell goods, services, or any interest in land to the Company;
- (c) be employed by, or receive any remuneration from the Company;
- (d) receive any other financial benefit from the Company;
- unless:
- (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause; or
- (ii) the Directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
- 5(5) (a) A Director may receive a benefit from the Company in the capacity of a beneficiary of the Company.
- (b) A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director.

- (c) A Director may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors or 3% whichever is greater.
 - (d) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
 - (e) A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5(6) (a) The Company and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - (ii) The Director is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
 - (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - (iv) The other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against that disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).

- (v) The reason for their decision is recorded by the Directors in the minute book.
 - (vi) A majority of the Directors then in office have received no such payments.
 - (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
 - (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.
- 5(7) In sub-clause (2)-(6) of this clause 5:
- (a) "Charity" shall include any company in which the Charity:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company
 - (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.
- 6 The liability of the members is limited.
- 7 Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
- 8(1) The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or

before the dissolution of the Company be applied or transferred in any of the following ways:

- (a) directly for the Objects; or
- (b) by transfer to any company or companies for purposes similar to the Objects; or
- (c) to any company for use for particular purposes that fall within the Objects;

8(2) Subject to any such resolution of the members of the Company, the Directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred:

- (a) directly for the Objects; or
- (b) by transfer to any company or companies for purposes similar to the Objects; or
- (c) to any company or companies for use for particular purposes that fall within the Objects.

8(3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Company (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court of the Charity Commission.