

The Companies Acts 1985 to 2006

Company limited by shares

Memorandum of Association

of

The College of Radiographers

(Amended by Written Resolution dated 1 September 2010 and 3 June 2015)

- 1 The name of the Company (hereinafter called the "**College**") is "The College of Radiographers".
- 2 The Registered Office of the College will be situated in England.
- 3 (A) The objects for which the College is established are:
 - (i) to promote and develop for the public benefit the science and practice of radiography and radiotherapeutic technology and allied subjects;
 - (ii) to promote study and research work in radiography and radiotherapeutic technology and allied subjects and to publish the results of all such study and research;
 - (iii) to further public education therein.
- (B) For the purpose of furthering the aforesaid objects but not further or otherwise the College shall have the following powers:
 - (i) to improve the training education and professional standards of persons engaged in the practice of radiography, radiotherapeutic technology and allied subjects;
 - (ii) to provide for the delivery of lectures, the holding of classes and examinations, the establishment of scholarships and the granting of prizes, diplomas and certificates of merit and efficiency in connection with the science, practice and teaching of radiography, radiotherapeutic technology and allied subjects and to make, institute and establish grants, awards or other benefactions in connection with study and research work therein Provided that no diploma or certificate granted by the College shall contain any statement expressing or implying that it is granted by or under the authority of the Department of Health or any government department or authority;
 - (iii) to establish and maintain libraries and museums and to promote organise and conduct exhibitions of apparatus, plant and processes connected with the science and practice of radiography, radiotherapeutic technology and allied subjects;

- (iv) to print, publish, sell, lend and distribute a journal and such other papers, communications, works or treatises as may be necessary or desirable to promote the objects of the College;
- (v) to establish, undertake, superintend, administer and contribute to any charitable fund in connection with or for the benefit of persons engaged in the science and practice of radiography, radiotherapeutic technology and allied subjects and of their dependants;
- (vi) to establish, maintain and contribute to schemes, funds and trusts to provide pensions, gratuities and bonuses to and for employees and ex-employees of the College and their dependants but so that no such benefits as aforesaid shall be paid directly or indirectly to any member of the Board of Trustees or to any member or former member of the College unless such persons shall have been not less than twelve years together an employee of the College and would if he or she had never been a member of the College be entitled to benefit under the provisions of this clause in return for services actually rendered to the College or in the case of a member of the Board of Trustees shall have ceased to be a member thereof before being so employed;
- (vii) to make grants;
- (viii) to promote and carry out the objects of the College in affiliation or association to or with any other charitable society or association not formed for profit and having objects similar to those of the College;
- (ix) to merge with any charity having objects similar to the objects of the College;
- (x) to co-operate with and enter into joint ventures, collaborations and partnerships with charitable and non charitable bodies;
- (xi) to raise funds;
- (xii) to borrow any moneys required for the purposes of the College (including entering into derivative arrangements relating to that borrowing provided that the derivative arrangement is an integral part of managing the College's debt and is not a speculative venture) and to give security for the repayment thereof;
- (xiii) to purchase, lease, hire or otherwise acquire any real or personal property and to construct alter and maintain any buildings;
- (xiv) subject to all such consents as are by law required to sell, lease, dispose of or otherwise deal with the property of the College as may be deemed expedient with a view to the promotion of its objects;
- (xv) to invest the moneys of the College 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 and subject also as hereinafter provided;
- (xvi) to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- (xvii) to delegate the management of investments to any person provided that:

- (i) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (ii) the investment policy is set out in writing by the Trustees;
 - (iii) the performance of the investments is reviewed regularly with the Trustees;
 - (iv) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (v) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
 - (vi) the delegate must not do anything outside the powers of the Trustees.
- (vii) to arrange for the investments or other property of the College to be held in the name of a nominee under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
 - (viii) to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
 - (ix) to undertake and execute any trusts the undertaking whereof may be deemed conducive to the promotion of the College objects;
 - (x) to insure the property of the College against any foreseeable risk and take out other insurance policies to protect the College when required;
 - (xi) to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings 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 in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - (xii) to enter into any contract or agreement (including employment contracts and finance leases);
 - (xiii) to establish, support or acquire subsidiary companies;
 - (xiv) to open and operate bank accounts and banking facilities; and
 - (xv) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:

- a) in case the College shall take or hold any property which may be subject to any trusts, the College shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- b) the objects of the College shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;

- c) in case the College shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the College shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law;
 - d) in carrying out its objects the College shall, through its agreed policies and by taking positive action, seek to ensure equality of opportunity for, and oppose discrimination against all sections of, the community.
- 4 The income and property of the College shall be applied solely towards the promotion of its objects as set forth in the Memorandum and no portion thereof shall be paid or transferred, directly or indirectly, by way of Benefit, to members of the College but:
- a) a member of the College who is not also a Trustee may be employed by or enter into contracts with the College and receive reasonable payment for goods and services supplied;
 - b) a member of the College may be paid interest at a reasonable rate on money lent to the College;
 - c) a member of the College may be paid a reasonable rent or hiring fee for property let or hired to the College;
 - d) a member of the College may receive any Benefit in their capacity as a beneficiary of the College; and
 - e) another charity of which a member of the College is a member or trustee may receive a Benefit which is in furtherance of the objects of the College and does not confer any Benefit on the member concerned.
- 5 The income and property of the College shall be applied solely towards the promotion of its objects as set forth in the Memorandum and no portion thereof shall be paid or transferred by way of Benefit to all or any of its Trustees except:
- a) reasonable and proper premiums in respect of indemnity insurance provided in accordance with this Memorandum;
 - b) reimbursement of reasonable out-of-pocket expenses properly incurred in the administration of the College;
 - c) an indemnity in accordance with the Articles of Association;
 - d) any Benefit provided to a Trustee in his or her capacity as a beneficiary of the College;
 - e) payment to any company in which a Trustee holds less than a 1% shareholding; and
 - f) other payments permitted by law or with the prior consent of the Charity Commission.
- 6 The income and property of the College shall be applied solely towards the promotion of its objects as set forth in the Memorandum and no portion thereof shall be paid or transferred, directly or indirectly, by way of Benefit, to all or any of its Trustees except:
- a) interest at a reasonable rate on money lent to the College;
 - b) a reasonable rent or hiring fee for property let or hired to the College;

- c) any benefit which is in furtherance of the objects of the College to another charity of which a Trustee is a trustee or member and which does not confer a Benefit on that Trustee; and
 - d) in respect of the provision of goods and services in accordance with clause 7.
- 7 Any Trustee may enter into a written contract with the College to supply goods or services to the College in return for a Benefit but only if:
 - 7.1.1 the goods or services are actually required by the College;
 - 7.1.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;
 - 7.1.3 the Trustee has declared his or her Interest in accordance with the Articles and the Trustees have complied with the procedure on conflicts set out in the Articles;
 - 7.1.4 no more than half of the Trustees are subject to or affected by such a contract in any financial year; and
 - 7.1.5 the services supplied are not services supplied by the Trustee in his capacity as a Trustee or employee.
- 8 The liability of the members is limited.
- 9 The share capital of the College is £100 divided into 100 shares of £1 each.
- 10 No person shall be admitted to membership of the College other than the subscribers hereto and The Society of Radiographers or its nominee or nominees for the time being.
- 11 If upon the winding-up or dissolution of the College 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 College but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the College, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the College under or by virtue of this Memorandum, such institution or institutions to be determined by the members of the College at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
- 12 Words and phrases used in the Memorandum shall, unless the context otherwise requires, have the same meanings as are ascribed to them in the Articles.
- 13 Nothing in the Memorandum shall authorise an application of the property of the College for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.