

# **THE COMPANIES ACT 1985**

## **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

### **MEMORANDUM OF ASSOCIATION**

**OF**

### **CENTRE FOR STUDIES ON INCLUSIVE EDUCATION LIMITED**

1. The Company's name is "CENTRE FOR STUDIES ON INCLUSIVE EDUCATION LIMITED" (hereinafter called "the Company").
2. The Company's registered office will be situate in England.
3. The Company's objects are:-
  - (A) To advance the education and/or training of children and young people at risk of discrimination in the United Kingdom and abroad, by promoting public knowledge in all matters concerning inclusive education in mainstream primary and secondary schools, early years settings, colleges, higher education institutions and other educational settings. To do so in ways that promote equality, minimise discrimination and remove barriers to learning and participation for all children and young people irrespective of any differences, for example discrimination with regard to perceived ability, disability, socioeconomic background, gender, gender identity, sexual orientation, ethnicity, religion or belief.<sup>1</sup>
  - (B) In furtherance of the said purposes the Company may:-
    - (i) Collect and disseminate information regarding available schools, colleges, universities and other educational or training establishments, the qualification for entry thereto, the fees (if any) payable thereat and the scope of the education or training provided by the same for all children and young people at risk of marginalisation or discrimination;<sup>2</sup>
    - (ii) Give advice to members of the public on all matters concerning them as users or potential users of any educational or training facilities for all children and young people;
    - (iii) Conduct and maintain research whether by its own officers and servants or by the agency of others on all matters concerning educational or training

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<sup>1</sup> 3(A) Amendment passed by the CSIE Council of Trustees at their meeting on 6 January 2012.

<sup>2</sup> 3(B)(i-iii) Amendments passed by the CSIE Council of Trustees at their meeting on 6 January 2012.

facilities for children and young people at risk of marginalisation or discrimination and to encourage, promote and advise on the conduct of such research by others;

- (iv) Assist other charitable organisations, bodies or persons in the pursuit of any objects of the Company or similar thereto, and in particular to assist such organisations, bodies or persons by way of gift or loan of money, or by making available facilities for research;
- (v) Pursue the objects of the Company by the use of all media of communication, including (though without derogating from the generality of this provision) the use of printed matter, films, exhibitions, recordings, radio, television and personal correspondence;
- (vi) Edit, print and publish articles, periodicals, journals, reports, pamphlets and other matter for distribution amongst members of the public in furtherance of the aforementioned objects or any of them;
- (vii) Apply for, invite, obtain, collect and receive money, funds, securities and other sources of income and capital by way of contributions, subscriptions, donations, grants, legacies, sale of publications of the Company and other lawful methods and receive gifts by Will and inter vivos of property of any description whether or not subject to express trusts;
- (viii) Provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain and manage such other building and other premises as may from time to time be required for the purpose of the Company;
- (ix) Employ and retain staff on a full time or part time basis and on such terms as to pay and other conditions of employment as the Company shall agree or on a voluntary basis;
- (x) Purchase, take on lease or licence and otherwise hold freehold and leasehold property with full power to lease, sub-lease or licence occupation of all or any part of such property;
- (xi) Purchase, take on lease and on licence, hire, subscribe for and by any other lawful means acquire plant machinery, appliances, equipment, vehicles, furniture, books, periodicals, stationery supplies, publications, newspapers and any other chattels whatsoever;
- (xii) Acquire and deal in copyrights, designs, patents, patent rights, inventions, trade marks, secret processes, chose in action and any other rights whatsoever which may by law be transferred;
- (xiii) Open and operate banking accounts and other facilities for banking;

- (xiv) Subject to such consents as may be required by law sell and grant leases, tenancies (of whatever kind) or licences or dispose of, mortgage, or in any way turn to account all or any of the property or assets of the Company and to do so for or without any consideration and subject to such terms and conditions as may be thought expedient;
- (xv) Subject to consents as may be required by law, borrow or raise upon such terms and on such security as may be considered expedient and in particular by mortgage charge or in lien upon all or any of the property and assets of the Company (both present and future) and by the issue of any securities which the Company has power to issue by way of security or indemnity to any person whom the Company has agreed or is bound or willing to indemnify or in satisfaction of or as security for any liability undertaken by it;
- (xvi) Enter into any Contract of insurance howsoever in respect of any matter in which the Company has an insurable interest and in particular but without derogating from the generality of the foregoing in connection with any real or personal property in which the Company shall have any interest or with any acts or omissions done by persons employed by the Company, including indemnity insurance in respect of any fraudulent, negligent and other tortious acts by any such person;
- (xvii) Make charges including nominal charges or no charges in respect of the work of the Company and in respect of the party or parties for whom the Company is acting in any litigation or any other cause whatever to contribute in whole or in part towards any costs to which the party of parties under any scheme statutory voluntary or otherwise be put;
- (xviii) Establish, promote, amalgamate or co-operate with or become a part or member or affiliate or associate or act as or appoint trustees agents, nominees or delegates to control, manage and superintend any charitable institutions trusts, associations or bodies incorporated or unincorporated the objects of which are wholly or in part similar to those of the Company;
- (xix) Undertake and execute or create any charitable trust, support or subscribe to any charitable fund or institution and if deemed desirable, for such purpose enter into any covenant to pay sums of money periodically to any charitable fund or institution;
- (xx) Invest the monies of the Company not immediately required for its purposes in or upon such investments security or property as may be determined from time to time subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (xxi) Enter into any arrangements with any government or authority, supreme, municipal, local or otherwise and obtain from such government or

authority any rights, privileges, and concessions and carry out exercise and comply with any such arrangements, rights, privileges, and concessions;

- (xxii) Make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows or other dependants;
- (xxiii) Draw, accept and negotiate bills of exchange, promissory notes, and other negotiable instruments;
- (xxiv) To do all such other things as will further the attainment of the above objects or any of them.

Provided that in respect of all the above objects:

- (a) 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.
  - (b) 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 Council of the Company 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 have been as such members of the Council 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 the members of the Council 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.
  - (c) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion therefore 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 member of its Council of Management or Governing Body 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:

- (i) of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Council of Management or Governing Body for any services rendered to the Company;
- (ii) of interest on money lent by any member of the Company or its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Company's Bankers, or 3 per cent whichever is the greater;
- (iii) of reasonable and proper rent for premises demised or let by any member of the Company or its Council of Management or Governing Body;
- (iv) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management or Governing Body may be a member holding not more than 1/100th part of the capital of that company; and
- (v) to any member of its Council of Management or Governing Body of reasonable and proper out-of-pocket expenses.
- (vi)<sup>3</sup>To provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- (vii) **4. Directors not to have a personal interest.** The income and property of the company shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the company, and no director shall be appointed to any office of the company paid by salary or fees or receive remuneration or other benefit in money or money's worth from the company: Provided that nothing in this document shall prevent any payment in good faith by the company:
  - a of reasonable and proper remuneration for any services rendered to the company by any member, officer or servant of the company who is not a director;

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<sup>3</sup> 4. (vi) Amendment passed by the trustees at the Council Meeting on 24 November, 2003

<sup>4</sup> 4. (vii - a-f) Amendment passed by the trustees at the Council Meeting on 24 November, 2003

- b of interest on money lent by any member of the company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;
- c of fees, remuneration or other benefit in money or money's worth to any company of which a director may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
- d of reasonable and proper rent for property demised or let by any member of the company or a director;
- e to any director of reasonable out-of-pocket expenses;
- f of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company assets if it should be wound up while she/he is a Member, for payment of the Company's debts and liabilities 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 contributors among themselves.
7. If upon 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 institution or institutions having charitable objects similar to the Company such institution or institutions to be determined by members of the Company 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.