

The Companies Acts 1985 and 1989

Company limited by guarantee and not having a Share Capital

Memorandum of Association of

The Disabled Ramblers

1. The Company's name is **The Disabled Ramblers** (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects ("the Objects") are the relief of disabled people residing in the Charity's area, which is the whole of the United Kingdom and Northern Ireland, with particular emphasis on facilitating enjoyment of the countryside.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (i) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - (ii) to raise funds and to invite and receive contributions: Provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (iii) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (iv) subject to any consents required by law to borrow money and to charge all or any part of the property of the Charity with repayment of the money so borrowed;
 - (v) subject to clause 5 below, to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "members of the Executive Committee" who constitute "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;
 - (vi) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (vii) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

(viii) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;

(ix) power to appoint and constitute such advisory committees as the Executive Committee may think fit;

(x) to do all such other lawful things as are necessary for the achievement of the Objects.

5. The income and property of the Charity 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 Charity, and no member of the Executive Committee (the trustees) shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

(i) of the usual professional charges for business done by any member of the Executive Committee who is a solicitor, accountant or other person engaged in a profession who may charge and be paid all the usual professional charges for business done by him or her or his or her firm when instructed by the other members of the Executive Committee to act in a professional capacity on behalf of the Charity: Provided that at no time shall a majority of the members of the Executive Committee benefit under this provision and that a member of the Executive Committee shall withdraw from any meeting at which his or her own instruction or remuneration, or that of his or her firm, is under discussion;

(ii) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a member of the Executive Committee;

(iii) of interest on money lent by any member of the Charity or a member of the Executive Committee at a reasonable and proper rate per annum not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the trustees;

(iv) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Executive Committee may also be a member holding not more than 1/100th part of the issued capital of that company;

(v) of reasonable and proper rent for premises demised or let by any member of the Company or a member of the Executive Committee;

(vi) to any member of the Executive Committee of reasonable out-of-pocket expenses.

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute such an amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts, and liabilities contracted before he or she 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 amongst themselves.

8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.