

**The Companies Acts 1985 and 1989 Company Limited by
Guarantee and not having a Share Capital**

Memorandum of Association of
The Social Research Association

1. NAME

The name of the Company is the Social Research Association ('the Charity')

2. REGISTERED OFFICE

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

3. OBJECT

The Charity's object is to advance for the public benefit; the conduct, development, knowledge, professional practice, education, promotion and dissemination of social research

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 to arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, conferences, lectures, classes, seminars, training courses and other similar activities

4.2 to provide advice and comment on matters relevant to social research

4.3 to publish a journal and distribute information

4.4 to encourage international co-operation in the advancement of social research

4.5 to promote or carry out relevant research

4.6 to cooperate with other bodies in similar fields

4.7 to support, administer or set up other charities in a similar field

4.8 to establish regional branches and overseas sections

4.9 to promote and advertise the Charity's activities

4.10 to raise funds

4.11 to borrow money and give security for loans liabilities or obligations of the Charity or of any third party

- 4.12 to acquire or rent property and alter, improve or furnish property of any kind
- 4.13 to let or dispose of property of any kind
- 4.14 to make grants donations or loans of money and to give or receive guarantees or indemnities
- 4.15 to set aside funds for special purposes or as reserves against future expenditure
- 4.16 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)
- 4.17 to delegate the management of investments to a financial expert, but only on terms agreed by the Board of Directors from time to time.
- 4.18 to employ paid or unpaid agents, staff or advisors and make reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants
- 4.19 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners for England and Wales.
- 4.20 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Charity and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Charity by this Memorandum of Association
- 4.21 to pay the costs of forming the Charity and incorporating the Company
- 4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.23 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or civil action for 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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty.
- 4.24 to enter into contracts to provide services to or on behalf of other bodies
- 4.25 to establish subsidiary companies to assist or act as agents for the Charity
- 4.26 to do anything else within the law that promotes or helps to promote the Object

5. BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the members of the Charity but:

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.

5.1.2 members (including Trustees) may be paid interest at an agreed rate on money lent to the Charity

5.1.3 members (including Trustees) may be paid an agreed rent or hiring fee for property let or hired to the Charity

5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except as provided in this Memorandum, including; reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running the Charity; an indemnity in respect of any liabilities properly incurred in running the Charity);and, in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

5.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must abide by the Standing Orders as laid down from time to time by the Board of Directors including the declaration of interest at or before a discussion

5.4 This clause may not be amended without the prior written consent of the Commission

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Members promise, if the Charity is dissolved while they remain members or within 12 months afterwards, to pay up to £1 each towards the costs of dissolution and the liabilities incurred by the Charity while the contributors were members

8. DISSOLUTION

8.1 If the Charity 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 Object

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Charity Commission for England and Wales approve in writing in advance

8.2 A final report and statement of account must be sent to the Charity Commission for England and Wales

We wish to be formed into a company under this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS and SIGNATURES OF SUBSCRIBERS

Name	Address	Signature
Barbara Doig	2E Gillsland Road, Merchiston, Edinburgh EH10 5BW	
Ceridwen Roberts	96 North Road, London N6 4AA	
Sian Llewellyn- Thomas	6 Clare Road, London E11 1JU	
Judith Sidaway	10 Hurst Street, London SE24 0EG	
John Wicks	5 Huntingdon Close, Lower Earley, Reading RG6 AB	

Dated:

Witness to the above signatures

Name:

Signature

Address:

Occupation: