



MEMORANDUM OF ASSOCIATION

OF

THE INSTITUTE OF MEAT

COMPANY NUMBER 48000

As amended by Special Resolution dated 4 October 2000

1. The name of the Company (hereinafter called "the Institute") is "THE INSTITUTE OF MEAT".
2. The Registered Office of the Institute will be situate in England.
3. The objects for which the Institute is established are:-
 - (a) To promote the general advancement of education, technical and general, among members of and those connected with the general interests of the Meat and Allied Trades and to maintain and extend the usefulness of these trades for the advancement of the trade and the public.
 - (b) To facilitate the exchange of information and ideas on matters of education or of general interest to the Meat and Allied Trades.
 - (c) To advise and impose means of testing the qualifications of candidates for admission to the membership of the Institute by examination in theory and in practice, or by any other tests, and to grant certificates to successful candidates and certificates of membership, provided that no certificate shall be granted which does not state clearly upon the fact of it that it is issued by the authority of the Institute only.
 - (d) To hold conferences and meetings for the discussion of educational subjects, the reading of papers and the delivery of lectures; to issue copies of papers, lectures and reports from time to time to subscribing members of the Institute, and generally to collect, collate and publish information relating to education and research.
 - (e) To exercise supervision over the members of the Institute, and to secure for them such standing as may assist them in the conduct of their business or discharge of their duties.
 - (f) To hold or promote exhibitions connected with the said trades.
 - (g) To form a library or libraries for the use of members of the Institute and other persons interested in the said trades.
 - (h) To make grants of money, books or other property for the purpose of promoting education, research, invention or otherwise, in or in relation to the said trades.

- (i) To create and give scholarships, prizes, medals and other awards to members of the Institute and other persons interested in the said trades.
- (j) To purchase, take on lease, rent, hold or otherwise acquire, and also to manage, develop, sell, improve, let, lease, mortgage, or dispose of, any premises or other property as may be deemed expedient with a view to the promotion of the objects of the Institute.
- (k) To obtain any Royal Charter, Provisional Order or Act of Parliament for enabling the Institute to carry any of its objects into effect, or for effecting any modifications of the Institute's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Institute or its members.
- (l) To enter into any arrangement with any government or authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, privileges and concessions which the Institute may think desirable to obtain, and to carry out, exercise and comply with any arrangements, rights, privileges and concessions.
- (m) To induce or procure, or to endeavour to induce or procure, educational authorities and other educational bodies to institute, continue, vary, modify, or abandon courses of instruction in subjects of an educational or other nature in the interests of the said trades or their members or those connected therewith.
- (n) To co-operate with other bodies with a view to the promotion of the above or any of the above subjects.
- (o) To invest the moneys of the Institute not immediately required upon such securities or otherwise in such manner as may from time to time be determined, provided that any moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (p) To do all such other lawful things as are incidental or conducive to the attainment of the above or any of the above subjects. Provided that the Institute shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others, any regulations, restriction or condition which if an object of the Institute would make it a trade union.
Provided also that in case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Institute 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 Managers or trustees of the Institute shall be chargeable for such property as 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 as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority, as if the Institute were not incorporated. In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Institute, wheresoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to the members of the Institute: Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Institute, or to any member of the Institute, in return for any services actually rendered to the Institute, nor prevent the payment of interest at a rate not exceeding 5 per cent, per annum on money lent or reasonable or proper rent for premises demised or let by any member to the Institute, but so that no member of the Council of Management or Governing Body of the Institute shall be appointed to any salaried office of the Institute or any office of the Institute paid by fee, and that no remuneration or other benefit in money or money's worth shall be given by the Institute to any member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Institute, provided that the provision last aforesaid shall not apply to any payment to any Railway, Gas, Electric, Lighting, Water, Cable or Telephone Company, of which a member of the company which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
5. The liability of the members is limited.
6. Every member of the Institute undertakes to contribute to the assets of the Institute in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Institute 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 amongst themselves, such amount as may be required not exceeding five shillings.
7. If upon the winding-up or dissolution of the Institute 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 Institute, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their monies amongst its or their members to an extent at least as great as is imposed on the Institute by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Institute, and the matters in respect of which such receipts and expenditure take place, and of the property, credit, and liabilities of the Institute; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being in force, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Institute shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company pursuant of this Memorandum of Association:-

Names, addresses and descriptions of subscribers.

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|------------------|---|--------------------------|
| Alfred C Knight, | 489 Holloway Road, London N7 | Meat Trader |
| D Thompson Baker | 407 Stagley, Po Edgbaston, Birmingham 17 | Meat Trader |
| J E Martin | 5 Charterhouse Square, London EC1 | Director |
| W Fred Bonser | The Grey Houses, Shiplake, Oxon | Director |
| D W New | 38 Berwyn Road, Richmond, Surrey | Director |
| J Garrett | 5 Westbourne Avenue, North Cheam, Surrey | Trade Union Official |
| E H Oakley | 1471 Stratford Road, Hall Green, Birmingham | Director |
| F D Goodchild | 55 Eversley Park Road, Winchmore Hill, N21 | Wholesale Meat Tradesman |
| S H Fitter | "Springfield", Ewell East, Surrey | Director |
| J A Bressler | 58 West Smithfield, London EC1 | General Manager |
| P C Hammett | 14 West Smithfield, London EC1 | Director |

Dated this 17 day of July, 1946

Witness to the above signatures

A L Jackson
Secretary