

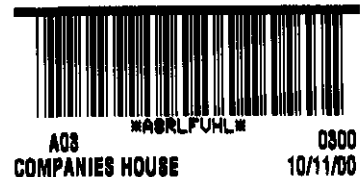
*MEMORANDUM AND ARTICLES OF ASSOCIATION*

*OF*

**THE INSTITUTE OF MEAT**

COMPANY NUMBER 418000

As amended by Special Resolution dated 4 October 2000



*MEMORANDUM OF ASSOCIATION*

*OF*

**THE INSTITUTE OF MEAT**

COMPANY NUMBER 418000

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 Council of Management or Governing Body may be a member or any other company in 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 contributories 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.*

Alfred C Knight,	498 Holloway Road, London N7	Meat Trader
W Thomas Baker	407 Hagley Road, Edgbaston, Birmingham 17	Meat Trader
F E Martin	5 Charterhouse Square, London EC1	Director and Editor
W Fred Bonser	The Grey Houses, Shiplake, Oxon	Director
B N New	38 Berwyn Road, Richmond, Surrey	Director
J Everett	5 Westbourne Avenue, North Cheam, Surrey	Trade Union Official
E H Ashley	1471 Stratford Road, Hall Green, Birmingham	Director
F D Goodchild	55 Eversley Park Road, Winchmore Hill, N21	Wholesale Meat Salesman
S H Fitter	"Springfield", Ewell East, Surrey	Director
J A Brewster	58 West Smithfield, London EC1	General Manager
R C Hammett	14 West Smithfield, London EC1	Director

Dated this 17 day of July, 1946

Witness to the above signatures

A J Jackson  
Secretary

*ARTICLES OF ASSOCIATION*  
*OF*  
**THE INSTITUTE OF MEAT**  
COMPANY NUMBER 418000

As adopted by Special Resolution dated 4 October 2000

**Preliminary**

1. Regulations 2 to 35 inclusive, 54,55,57,59 - 63 inclusive, 82, 87, 102-108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company but the Articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company.

**Interpretation**

2. In Regulation 1 of Table A, the definition of "the holder" shall be omitted.

**Membership**

3. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him.
4. There shall be six classes of members each of whom shall be elected by the directors.

Honorary Fellow	Hon.F.Inst.M.
Fellow	F. Inst.M.
Graduate Member	G.M.Inst.M
Member	M Inst.M.
Associate	A.Inst.M.
Affiliate	Aff.Inst.M

5. The directors shall have full discretion as to the admission of any person to membership in any class, and shall be entitled in their absolute discretion to require any person proposed for admission as a member or for transfer from one class of membership to another to submit to a qualifying examination and may dispense with a qualifying examination in the case of any person who in the opinion of the directors possesses the necessary qualifications.
6. No member of the Company shall be entitled to any rights or privileges other than those which, by these Articles, attach to the specific class of membership of the Company to which he belongs.

7. The rights and privileges of every member of the Company shall be personal to himself, and shall not be sold transferred alienated assigned charge or otherwise disposed of legally or beneficially. All rights of membership shall automatically terminate upon the death or bankruptcy of any member.
8. Every member of the Company shall further to the best of his ability the objects, interests and influence of the Company, and shall observe all by-laws and regulations of the Company made pursuant to the powers in that behalf hereinafter contained.
9. Every candidate for admission to membership of any class of the Company, or for transfer from one class to another, whether he shall have passed the necessary qualifying examination, if any, or not, shall be duly proposed in writing and from personal knowledge by two members of the Company (not being Associates) and such proposal shall be in the form applicable (as determined by the directors from time to time), and shall be forwarded to the directors who shall elect or reject such person by ballot or otherwise as they shall determine. In the case of the non-election of a candidate for membership, a second ballot shall be granted if demanded by any five directors by a written notice addressed and sent to the Company within 28 days of any such decision and any second ballot shall be taken at the next meeting of the directors at which applications for membership are determined.

#### **Cessation of membership**

10. A member may at any time withdraw from the Company and terminate membership by giving at least seven days' written notice to the Company. Upon receipt of such notice the directors shall remove the member's name from the register of members ("the Register") and all rights of membership shall terminate from such time.
11. A member of any class of the Company whose subscription is two years in arrears shall be deemed to have forfeited his claim to membership, and his name may be removed from the Register by order of the directors. He shall nevertheless continue to be liable to pay the arrears of subscriptions due at the time of his name being so removed.
12.
  - 12.1 A member of any class of the Company may be excluded from the Company by a resolution of a majority of at least three-fourths of the directors present and voting at a special meeting of the directors at which not less than six directors shall be present. Such member shall have fourteen clear day's notice sent to him of the meeting of the directors at which it is proposed to move any such resolution, and he may attend the meeting, and shall, if he attends the meeting, be entitled to be heard prior to the passing of any such resolution
  - 12.2 Prior to convening a meeting of the directors under this clause, an invitation to resign may be sent by the Company to the member concerned
  - 12.3 A member of the Company so excluded shall forfeit all claim to a return of the money (if any) paid by him to the Company on his admission as a member thereof, or by way of annual subscription, as the case may be, and shall cease to be a member of the Company and his name shall be removed from the Register, but he shall be liable to pay any arrears of membership subscriptions due by him at the time of his exclusion.

## **Certificates, examinations and students**

13. Subject to the provisions of the Memorandum of Association and to such regulations as the directors may from time to time prescribe, the directors may issue to any Honorary Fellow, Fellow, Graduate Member, Member, Associate or Affiliate a certificate showing the class to which he belongs. Every such certificate shall be in such form as may from time to time be approved by the directors, and shall remain the property of, and shall on demand be returned to, the Company, and in any case shall be surrendered or cancelled by the Company upon resignation termination or exclusion from membership of the Company.
14. 14.1 The examinations which a candidate for membership of any class shall be required to pass to qualify him for such membership shall be such, and shall be held in such manner and at such times and in such subjects, as the directors shall from time to time in their absolute discretion prescribe
- 14.2 The directors shall keep a register of Students (who shall not be members) and may in their absolute discretion register as a Student any person who has satisfied them of his intention to pursue a course of systematic study in relation to meat and may whenever they think fit remove a Student from such register. The directors may make such regulations in respect of Students, including any subscription, as they may in their absolute discretion, think fit.

## **Contributions of members**

15. Every member shall on election to any class of membership pay an annual subscription to be determined from time to time by the directors.
16. The first annual subscription shall, upon election, be payable in full in advance and subsequent subscriptions shall be paid on the 1<sup>st</sup> January in each year, and without reference to the period of the year at which members are elected. Members shall be entitled to receive a copy of all publications which may have been issued to members during the year of their election. The directors may on the election of any member in their absolute discretion accept payment of a sum proportionate to, and in full discharge of such member's subscription for, the unexpired portion of the membership year and calculated in minimum fractions of quarters.
17. Every member of the Company shall be considered as belonging thereto, and as such liable to payment of his annual subscription and other payments (if any) until his name shall have been removed by the Company from the Register, or until he shall have signified to the directors in writing, his desire to resign, having previously paid all arrears and returned his membership certificate; or in the case of loss of certificate, shall have given such undertaking to return the membership certificate as soon as the same shall be recovered as the directors may reasonably require.
18. No member whose annual subscription is one year in arrears shall be entitled to receive notice of or attend or take part in any meetings of the Company, nor to receive the Company's printed papers, nor shall any such member be entitled to vote.
19. The directors may, in their absolute discretion, reduce, remit, or compound the annual subscription, or the arrears of annual subscription, of any member of the Company.
20. Any member requiring a duplicate membership certificate shall be granted one which shall be endorsed "duplicate copy", and be signed by the directors or by whom they



may direct at a charge which the directors shall determine from time to time. All duplicate copy certificates shall be returnable under the same conditions as the original certificates.

#### **The President and directors**

21. The directors shall consist of not more than 12 members of the Company but not more than five directors shall be Honorary Fellows.
22. A President elected shall be elected from time to time by members at General Meeting who is not required to be a member of the Company.
23. The directors may from time to time appoint a Secretary or any other post which seems to them appropriate for the efficient carrying out of the Company's business.

#### **Notice of general meetings**

24. In Regulation 38 of Table A:
  - 24.1 in paragraph (b) the words "of the total voting rights at the meeting of the members" shall be substituted for "in nominal value of the shares giving that right"; and
  - 24.2 the words "The notice shall be given to all the members and to the directors" shall be substituted for the last sentence.

#### **Proceedings at general meetings**

25. The words "and at any separate meeting of the holders of any class of shares in the Company" shall be omitted from Regulation 44 of Table A.
26. Paragraph (d) of Regulation 46 of Table A shall be omitted.
27. Unless and until otherwise determined by the directors, votes shall be given personally and not by proxy, but at any time and from time to time the directors may frame and issue regulations entitling members not ordinarily residing in the United Kingdom, or otherwise unable to attend meetings, to record their votes by proxy (such proxy being a member) and (without prejudice to any provisions of any relevant Statute or of these Articles) to regulate and from time to time rescind or vary the procedure and prescribe the conditions of voting by proxy and such regulations shall have the force and effect of regulations of the Company.

#### **Votes of members**

28. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy (if appropriate) shall have one vote.

#### **Directors' expenses**

29. The words "of the holders of any class of shares or of debentures" shall be omitted from Regulation 83 of Table A.

### **Proceedings of directors**

30. In paragraph (c) of Regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

### **Minutes**

31. The words "of the holders of any class of shares in the Company" shall be omitted from Regulation 100 of Table A.

### **Notices**

32. The second sentence of Regulation 112 of Table A shall be omitted.
33. The words "or of the holders of any class of shares in the Company" shall be omitted from Regulation 113 of Table A.