

**NATIONAL INSTITUTE OF ADULT CONTINUING EDUCATION  
(ENGLAND AND WALES)**

**MEMORANDUM OF ASSOCIATION**

**AND**

**ARTICLES OF ASSOCIATION**

**COMPANIES ACT 1985**

**NIACE  
21 De Monfort Street  
Leicester  
LE1 7GE**



# MEMORANDUM OF ASSOCIATION

## COMPANIES ACT 1985

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

### MEMORANDUM OF ASSOCIATION OF THE NATIONAL INSTITUTE OF ADULT CONTINUING EDUCATION (ENGLAND AND WALES)

1. NAME

The name of the Company is The National Institute of Adult Continuing Education (England and Wales)

2. REGISTERED OFFICE

The registered office of the Company will be situated in England

3. OBJECTS AND POWERS

The Company is established for the promotion study and general advancement of adult continuing education. In furtherance of such objects, but not further or otherwise, the Company shall have power:-

- 3.1 To convene and hold conferences meetings lectures classes and courses and provide facilities for the same either alone or with others
- 3.2 To collect and disseminate information concerning adult continuing education and maintain a library of printed and other material
- 3.3 To encourage, initiate and conduct enquiry experiment research and training into any aspect of the objects of the Company
- 3.4 To write publish and distribute or secure the writing publication and distribution gratuitously or otherwise of books pamphlets journals or articles or other documents or films or recorded tapes
- 3.5 To undertake such special projects and administer such special agencies as may from time to time be set up by the Board of Directors of the Company

- 3.6 To develop co-operative relations and arrangements with authorities organisations institutions and individuals promoting engaged in or interested in adult continuing education whether local national or international
- 3.7 To generally represent and serve the interest of organisations institutions and individuals concerned with the education of adults
- 3.8 To rent lease purchase sell or use property in pursuance of and for the facilitation of its objects and functions and for the accommodation of agencies for which it is or may be responsible
- 3.9 To accept subscriptions donations devises and bequests of and to purchase take on lease or in exchange hire or otherwise acquire and hold any real or personal estate and to maintain and alter any of the same an are necessary for any of the objects of the Company
- 3.10 To draw make accept indorse discount execute and issue promissory notes bills cheques and other instruments and to operate bank accounts
- 3.11 To take and accept any gift of money property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company
- 3.12 To invest the money of the Company not immediately required for its objects in or on such investments securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law
- 3.13 To employ and pay any person or persons to supervise organise carry on the work of and advise the Company
- 3.14 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 of 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.
- 3.15 Subject to the provisions of Clause 4 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependents
- 3.16 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 Company and prohibit the payment 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 Company by this Memorandum of Association

- 3.17 To pay out of the funds of the Company the cost charges and expenses of and incidental to the formation and registration of the Company
- 3.18 To do all such other lawful things as shall further the above objects or any of them

PROVIDED that:-

- 3.19 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts
- 3.20 The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- 3.21 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 seal 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 Board of Directors of the Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as if such Board would have been 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 of the High Court of Justice or the Charity Commissioners over such Board but it shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

#### 4. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion of such income and property 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 Board of Directors 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 shall prevent any payment in good faith by the Company:-

- 4.1 Of reasonable and proper remuneration to any member officer or servant of the Company not being a member of its Board of Directors for any services rendered to the Company
- 4.2 Of interest on money lent by any member of the Company or of its Board of Directors at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by that Board or 3% whichever is the greater
- 4.3 Of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors

- 4.4 Of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Directors may be a member holding not more than one one-hundredth part of the capital of that Company; and
- 4.5 To any member of its Board of Directors of reasonable out-of-pocket expenses
- 4.6 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 of 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.

5. LIMITED LIABILITY

The liability of the members is limited

6. CONTRIBUTION TO ASSETS OF THE COMPANY

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same 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 Company 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 among themselves, such amount as may be required not exceeding One Pound.

7. SURPLUS ASSETS

If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatever, 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 objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

