

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE INSTITUTE OF RURAL HEALTH

1. NAME

The NAME of the Company (“the Trust”) is **THE INSTITUTE OF RURAL HEALTH**

2. REGISTERED OFFICE

The registered office of the Trust will be in England or Wales.

3. OBJECTS

The Objects of the Trust are

1. The Protection and preservation of good health, amongst those people residing in rural and isolated areas
2. The advancement of education for the public benefit in particular by the provision of a programme of education and research in matters relating to rural health and the publication of such useful results thereof

4. THE POWERS

In the furtherance of the Objects but not otherwise the Trust may:

- 4.1 Run programmes of continuing rural multi-disciplinary professional development;
- 4.2 Run postgraduate courses in co-operation with postgraduate educational bodies where appropriate;
- 4.3 Co-operate in the running of undergraduate courses;
- 4.4 Organise sabbaticals and exchange programmes with other rural communities for students, graduates, and established practitioners;
- 4.5 Hold seminars, tutorials, workshops, lectures and other training sessions as is deemed appropriate;
- 4.6 Carry out systematic literature reviews;
- 4.7 Identify research priorities and set up research programmes;
- 4.8 Run research programmes with identified partners on behalf of sponsors;
- 4.9 Set up and manage multi-functional/multi-disciplinary rural health data bases together with World Wide Web sites and database accesses;
- 4.10 Establish a secretariat to service and promote networks for health care professionals;
- 4.11 Act as the secretariat for a European Rural Health Network;
- 4.12 Organise rural electronic networks;
- 4.13 Organise conferences in conjunction with the Montgomeryshire Medical Society;
- 4.14 Promote rural health;
- 4.15 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 Trust;

- 4.16 Employ and remunerate staff not being directors of the Trust (“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 to staff and their dependants;
- 4.17 Acquire alter improve charge and dispose of property (subject to any consents required by law);
- 4.18 Invest funds in any lawful manner provided that professional investment advice is obtained whenever it is prudent to do so;
- 4.19 Borrow money with or without giving security (subject to any consents required by law);
- 4.20 Raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial trading activities and shall conform to any relevant statutory regulations;
- 4.21 Accept any grant aid of gifts of money whether subject to conditions or not;
- 4.22 Establish or support any charitable trusts associations or institutions formed for all or any of the Objects;
- 4.23 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;
- 4.24 Pay out of the funds of the Trust the costs charges and expenses of and incidental to the formation and registration of the Trust;
- 4.25 Generally pursue equity in and access to high quality health care for rural and isolated populations irrespective of location culture and resource;
- 4.26 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 Trust; 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 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 Trust
- 4.27 Do all such other lawful things as are necessary for the achievement of the Objects

PROVIDED THAT:-

- (i) In relation to any property held by the Trust which may be subject to any trusts the Trust must deal with the property in accordance with the law relating to trusts
- (ii) In relation to any property held by the Trust which is subject to the jurisdiction of the Charity Commission for England and Wales, the Trustees are accountable for all dealings with that property and liable for its administration and subject to the control or supervision of the Charity Commissioners and the Chancery Division of the High Court as though the Trustees were trustees of it and the Trust was not incorporated

5. APPLICATION OF INCOME AND PROPERTY

The income and property of the Trust whatever its source, must be used or applied only for promoting the Objects; it must not be paid or transferred directly or indirectly in the form of a dividend or otherwise to the members of the Trust

PROVIDED THAT:-

- (i) Reasonable and proper remuneration may be paid to any officer or servant of the Trust who is not a Trustee
- (ii) Reasonable and proper out of pocket expenses may be repaid to anyone, including a Trustee, who incurs them for the purposes of the Trust
- (iii) Interest on money lent by a member of the Trust, including a Trustee will be at a rate per annum 2% less than the base lending rate of a clearing bank to be selected by the Trustees or 3% whichever is the greater
- (iv) Reasonable rents or hiring fees may be paid to anyone, including a Trustee, who lets or hires land or buildings to the Trust
- (v) Where a member holds a maximum of a one hundredth share in the capital of a company a payment by the Trust to that company does not count as a benefit to the member concerned
- (vi) Any premiums in respect of any indemnity insurance may be paid 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 duty of which they may be guilty in relation to the Trust; 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 Trust

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member undertakes to pay towards the assets of the Trust a sum of not more than £5 if the Trust is wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for payment of the Trust's debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up

8. DISTRIBUTION OF SURPLUS

If the Trust is wound up and after all its liabilities have been met there are any surplus assets they must not be given to the members personally but transferred to one or more other charities chosen by the members which have similar objects and preclude any benefit to their members to at least the same extent as the Trust or (if no such choice is made before the winding up) applied for some similar charitable purpose