

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

AND

ARTICLES OF ASSOCIATION

OF BRITISH ASSOCIATION OF SURGICAL DENTISTRY

**EVERSHEDS
SUN ALLIANCE HOUSE
35 MOSLEY STREET
NEWCASTLE UPON TYNE
NE1 1XX**

**MEMORANDUM OF ASSOCIATION OF COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

BRITISH ASSOCIATION OF SURGICAL DENTISTRY

1. NAME

The name of the Association shall be “British Association of Surgical Dentistry”.

2. REGISTERED OFFICE

The Registered Office of the Association will be situated in England and Wales.

3. OBJECTS

3.1 The Association’s objects (‘the Objects’) are:

3.1.1 to promote the advancement of education research and the development of Surgical Dentistry in the British Isles;

3.1.2 to encourage and assist postgraduate education study and research in Surgical Dentistry by;

3.1.2.1 arranging regular meetings at which lectures and demonstrations will be given;

3.1.2.2 encouraging the publication of articles on Surgical Dentistry either by publishing a special journal or by other means;

3.1.2.3 ensuring that Surgical Dentistry is represented adequately as a speciality to both the medical and dental professions;

3.1.2.4 promoting the advancement of the theory and practice of Surgical Dentistry by any other means that may from time to time be considered appropriate by the Council.

3.2 In furtherance of the Objects, but not otherwise, the Association shall have the following powers:

3.2.1 to purchase take on lease or in exchange receive by way of gift, grant or otherwise hire or in any other manner acquire any real or personal property and

any rights or privileges which are conducive to the attainment by the Association of its Objects as herein set forth or any of them, and to construct maintain and alter any buildings or erections necessary or desirable for the work of the Association;

- 3.2.2 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its Objects;
- 3.2.3 to borrow or raise money for the purposes of the Association and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Association's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Association of any obligation or liability it may undertake or which may become binding on it;
- 3.2.4 to lend or advance money or give credit on any terms with or without security to any person, firm or company and to enter into guarantees contracts of indemnity and suretyships of all kinds and to secure or guarantee in any manner and upon any terms payment of any sum of money or the performance of any obligation by any person;
- 3.2.5 to deposit or invest the funds of the Association not immediately required for its purpose of carrying on the business of the Association in or upon such investments securities or property as may be determined by the board of directors of the Association subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.2.6 to subscribe to or become a member of or establish or promote or support by the application of funds of the Association (whether by way of grant or loan or otherwise) any association, company, institution, society or body which is charitable and has Objects similar to the Objects of the Association or which is conducive to the interest of or for the benefit of the Association;
- 3.2.7 to co-operate with other voluntary bodies, charities and statutory authorities operating in furtherance of the Objects or similar objects and exchange information and advice with them;

- 3.2.8 to 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 Association;
- 3.2.9 to raise funds and to invite and to receive contributions from any person or persons provided that in raising funds the Association shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 3.2.10 subject to Article 4 below to employ paid or unpaid agents, advisers or staff 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;
- 3.2.11 to pay out of the funds of the Association the costs, charges, and expenses of, and incidental to, the formation and registration of the Association;
- 3.2.12 to insure and arrange insurance cover for and indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 3.2.13 to do all such other lawful things as are incidental conducive or necessary for the achievement of the Objects of the Association or any of them.

4. INCOME AND PROPERTY

The income and property of the Association shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to members of the Association.

5. LIABILITY OF MEMBERS

The liability of the members is limited.

6. UNDERTAKING TO CONTRIBUTE

Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Association if it should be wound up during the time that he is a member or within one year after he ceases to be a member, for payment of the debts and

liabilities of the Association contracted before he ceases to be a member and the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories amongst themselves.

7. DISTRIBUTION OF ASSETS

If the Association is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any income and property it shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Association by Article 4 of the memorandum, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then through some other charitable object.

We, the subscribers to this memorandum wish to be formed into a company pursuant to this memorandum.

Name and Address and signatures of subscriber

Everdirector Limited
Sun Alliance House
35 Mosley Street
Newcastle upon Tyne
NE1 1XX
Dated: 26th September 2001

Witness to the above signatures:

Witness signature:

Name: Sarah McIntosh

Address: Eversheds, Sun Alliance House, 35 Mosley Street, Newcastle upon Tyne.

Occupation: Clerical Assistant