

**Memorandum And Articles Of Association
for Company Limited by Guarantee**

Memorandum of Association

of

Transport Planning Society Ltd

1. **Name**

The Company's name is "The Transport Planning Society Ltd".

2. **Registered Office**

The Charity's registered office will be in England.

3. **Object**

3.1 The Company is established for the benefit of the community to facilitate, develop and promote knowledge, understanding and best practice in transport planning and provide a focus for all those engaged in it, from a full range of relevant backgrounds and other professional affiliations.

3.2 Transport planning is taken to be all those activities involving the analysis and evaluation of past, present and prospective problems associated with the demand for the movement of people, goods and information at a local, national or international level and the identification of solutions in the context of current and future economic, social, environmental, land use and technical developments and in the light of the aspirations and concerns of the society which it serves. It includes the planning, design, implementation, management and operation of those policies, facilities, services and processes that are, or can be, used to secure sustainable accessibility, and balancing the private and social costs and benefits of transportation and its wider impacts.

4. **Powers**

4.1 In order to achieve the objects set out at Clause 3 above but not for any other purposes the Company may do the following:

4.1.1 Bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;

- 4.1.2 Arrange and provide for or join in arranging or providing for the holding of exhibitions, meetings, lectures, classes and other training events together with other services to promote the interests of the Beneficiaries;
- 4.1.3 Obtain and provide information and co-ordinate the activities of any other organisations working in the area of Transport planning, whether such organisations are members or not;
- 4.1.4 Arrange and facilitate meetings between groups or individuals with an interest in Transport Planning;
- 4.1.5 Write or cause to be written, and print, publish, issue and circulate, whether in the form of the printed written word, on tape or computer or in any other appropriate format, free of charge or for payment any reports or periodicals, books, pamphlets or leaflets, or other documents;
- 4.1.6 Promote, encourage or undertake research and experimental work followed by the publication of the results of such research;
- 4.1.7 Borrow and raise money to further the objects of the Company in such a way and on security as the Company may think fit;
- 4.1.8 Raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation by public or private appeals grants or otherwise
- 4.1.9 Invest whatever money the Company does not require immediately to further its objects in or upon whatever investments, securities and property the directors consider appropriate, subject nevertheless to any conditions and consents required or imposed by the law;
- 4.1.10 Purchase, take on lease or exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any building or erections which the Company may think necessary for the promotion of its objects;
- 4.1.11 Sell, lease or dispose of all or any part of the property of the Company;
- 4.1.12 Make regulations for the proper supervision control and management of any property which may be so acquired;
- 4.1.13 Sell or mortgage any of the buildings as long as the money obtained is used for the benefit of the Company.

- 4.1.4 Insure and arrange insurance cover as appropriate for all real and personal property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company as required;
- 4.1.15 Subject to clause 5 of this document to employ and pay such staff and other persons as are necessary for the furtherance of the objects of the Company;
- 4.1.16 Insure and indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 4.1.17 Make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 4.1.18 Provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in sub-clause(16) of this clause, but subject to the restrictions specified in sub-clause (4.2) of this clause
- 4.1.19 Establish and support or aid the establishment and support of any charitable trusts, associations or institutions and give financial help to any charitable organisation or organisations to promote the welfare of the Beneficiaries;
- 4.1.20 Subscribe to, become a member of, or amalgamate or co-operate with any charitable organisation, institution, Company or association which has similar objects to those of the Company;
- 4.1.21 Do all or any of the things included in this Clause 4 either alone or in conjunction with any charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- 4.1.22 Pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4.1.23 Do all such other things as are identical or conducive to the attainment of the above objects or any of them alone or in conjunction with some other organisation;
- 4.1.24 To do all such other lawful things as should further the objects of the Company.

4.2 The following risks are excluded from sub-clause16:

finer;

costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Directors or other officers, or any of them;

liabilities to the Company that result from conduct that a Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.

any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

5. Income and Property

- 5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 5.2 (a) A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company;
- (b) Subject to the restrictions in sub-clause 4.2 a Director may benefit from the indemnity insurance cover purchase at the Company's expense.
- 5.3 No part of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any member of the Company. This does not prevent a member who is not also a Director receiving such items as may be construed as benefits and are set out in clause 5(5) below.
- 5.4 No Director may:
- (a) Buy any goods or services from the Company;
 - (b) Sell goods, services or any interest in land to the Company;
 - (c) Be employed by, or receive any remuneration from the Company;
 - (d) Receive any other financial benefit from the Company unless:

- (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause.

- 5.5 (a) A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director;
- (b) A director may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors
- (c) A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the director holds no more than 1% of the issued capital of that company
- (d) A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.

5.6 The Company and its Directors may only rely upon the authority provided by sub clause 5.5 if each of the following conditions is satisfied:

- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
- (ii) The Director is absent from the part of any meeting at which there is discussion of:
 - His or her employment or remuneration, or any matter concerning the contract; or
 - His or her performance in the employment or his or her performance of the contract; or
 - Any proposal to enter into any other contact or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5.5.
- (iii) the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

- (iv) The other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
- (v) The reason for their decision is recorded by the Directors in the minute book
- (vi) A majority of the Directors then in office have received no such payments.

5.7 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

- a partner;
- an employee;
- a consultant;
- a director; or
- a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

5.8 In sub-clauses 5.5 and 5.6 of this Clause 5:

- (i) "Company" shall include any company in which the Company:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the share; or
 - has the right to appoint one or more directors to the Board of the company.
- (ii) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. Members' Guarantee

6.1 The Liability of the members is limited.

6.2 Every member of the Company agrees to contribute whatever is required, not exceeding £1, to the Company's assets if the Company is wound up either:

- While the person is a member; or
- Within one year after that person has ceased to be a member.

For payment of the Company's debts and liabilities which the Company contracted to pay before the person ceased to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights the contributories agree among themselves.

7. Amendment of the Memorandum and Articles of Association

7.1 The members shall be entitled to amend the Memorandum and Articles of Association if:

- at a meeting called for the purpose, 75% of those attending and entitled to vote approve the amendment; or
- the members, whether present at a meeting or not, unanimously approved by way of written resolution the proposed amendments.

If the Company is wound up or dissolved and after all its debts and liabilities have been paid there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company (or companies) Limited by Guarantee having objects similar to the Objects set out in clause 3 above, the constitutions of which company or companies prevent the distribution of the income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable project.

We the persons, whose names and addresses are written below, wish to be formed into a Company under this Memorandum of Association.

Name	Address	Signature & initials	Witness to your signature and date witnessed (name/address/occupation/date) Only complete this if different from below.

Witness to the above Signatures:

Name:

Address:

Occupation

Dated: