

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- OF -

SPECIAL OLYMPICS GB

1. The name of the Company is SPECIAL OLYMPICS GREAT BRITAIN (hereinafter called “the Charity”).
2. The registered office of the Charity will be situated in England.
3. The objects for which the Charity is established are :-
 - (1) To provide or assist in providing recreational facilities for learning disabled persons and in particular to organise, support, and promote Olympic style game events and competitions for such persons who by reason of their infirmity have need of such facilities with the object of improving their conditions of life.
 - (2) To carry on the work and take over the assets and rights and assume the liabilities and responsibilities (if any) of an unincorporated association known as Special Olympics Great Britain (formerly known Special Olympics UK).
 - (3) To involve volunteers of all ages and from all walks of life in promoting and organising Special Olympics at all levels.
 - (4) To promote participation of learning disabled people in ordinary, everyday recreational and sporting activities.
 - (5) To promote, enter into and organise co-operation with and between bodies and persons in the achievement of the above purposes or any of them, and to that end to bring into association and intercourse internationally, nationally, and locally, any

bodies and persons engaged in or about to engage in the furtherance of the above objects or any of them.

- (6) To promote the formation of any bodies or organisations and to assist, financially or otherwise, or enter into any arrangement with any bodies and persons in the furtherance of the above purposes or any of them, and particularly to render assistance either directly or indirectly or through other bodies or persons to government departments and public authorities and in the administration of statutes and orders relating to mental health and mental disorders and defects in such manner as such assistance may from time to time be requested by such government departments and authorities or as the Charity may deem advisable.
- (7) To improve and elevate the technical and general knowledge of the public or of any person or persons engaged in or about to engage in the furtherance of the above purposes or any of them, or in any employment in connection therewith and to this end, either alone or in conjunction with universities, schools, or other educational establishments, to provide lectures, exhibitions, classes, and conferences.
- (8) To carry on, assist or promote the establishment, support provision and maintenance of clinics, schools, homes, hostels, places for observation or boarding out of patients, hospitals, institutions, workshops, training centres, clubs, camps, libraries, and other places in connection with the furtherance of the objectives of the Charity or any of them and to provide services at or in connection with such places either gratuitously or otherwise.
- (9) To procure and print, publish, issue, and, circulate, gratuitously or otherwise, reports or periodicals, books, pamphlets, leaflets, advertisements, appeals, or other literature as are expedient in connection with the objects of the Charity or any of them.
- (10) To purchase, take on lease or in exchange, hire or otherwise acquire or deal with in any way whatsoever any real or personal property and any rights or privileges which the Charity may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the fulfilment of the objects of the Charity.
- (11) To furnish, add to, alter, and equip, and subject to such consents as may be required by law, manage, develop, let, mortgage, or otherwise deal with all or any part of the property, rights and privileges of the Charity as may be deemed expedient with a view to the furtherance of its objects.
- (12) To obtain, collect, and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and accept and to receive gifts of property of any description (whether subject to any special trusts or not) for or towards the objects of the Charity or any of them provided that

the Charity shall not undertake any permanent trading activities in raising funds for the objects of the Charity.

- (13) To undertake or accept any obligations which may further the objects of the Charity, and to perform any services in connection with the objects of the Charity gratuitously or otherwise.
- (14) To invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities, or property as the Charity shall decide.
- (15) Subject to such consents as may be required by law to borrow or raise money in such manner and upon such terms as the Charity shall think fit and to issue debentures or other securities, and for the purpose of securing any debt or other obligation of the Charity to mortgage or charge all or part of the property of the Charity.
- (16) To transfer or make over, with or without valuable consideration, any part of the property or assets of the Charity not required for the purposes for which it is formed to any charitable body.
- (17) To apply for, promote, and obtain, or join in applying for, promoting, or obtaining any Act of Parliament, Provisional Order, Royal Charter, or licence of any authority necessary or desirable for the furtherance or realisation of any of the objects of the Charity and to take all such steps and proceedings and do all such acts and things, either alone or jointly with others, whether by opposing applications or proceedings, or otherwise, as may seem necessary or expedient for that purpose.
- (18) To federate, amalgamate, or affiliate with or subscribe to any charitable body whose objects are in general respects similar to the objects of the Charity, and to acquire and undertake all or any part of the assets, liabilities, and engagements of any such other body.
- (19) To subscribe to any charities, and to grant donations for any public charitable purpose.
- (20) To do all or any of the things thereinbefore authorised either alone or in conjunction with any other organisation, institution, society or body with which this Charity is authorised to amalgamate.
- (21) To do all or any of the above things as principals, agents, trustees, or otherwise and by or through trustees, agents or otherwise and in any part of the world.
- (22) To do all such other lawful things as are necessary for the attainments of the above objects.

- (23) The above objects of the Charity shall extend to and include learning disabled adults as well as children so far as the inclusion of learning disabled adults shall further the better achievement of the Charity's objects.

And throughout this clause the word "body" includes where the context so admits any company, association, society, institution, public and private authority, Government Department, board or aggregate of persons whether incorporated and whether of a voluntary nature or otherwise.

Provided that:-

- (i) In case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (ii) The objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - (iii) In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity 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 Council of Management or Governing Body of the Charity shall be chargeable for any such property that 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 Council of Management or Governing Body have been if no incorporation of the had been effected, and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.
4. The income and property of the Charity shall be applied solely towards the promotion of its objects as set forth in the 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 members of the Charity and no member of the Council shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that nothing herein shall prevent any payment in good faith by the Charity. :-
- (i) of reasonable and proper remuneration to any Member, officer or servant of the Charity not being a Member of the Council for any services rendered to the Charity;
 - (ii) of reasonable and proper rent for premises demised or let by any Member of the Charity or Member of the Council;

- (iii) to any Member of the Council of reasonable and proper out-of-pocket expenses;
 - (iv) of interest on money lent by any Member of the Charity (or of the Council) at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Midland Bank Limited, London, or 3 per cent, whichever is the greater;
 - (v) of fees, remuneration or other benefit in money or money's worth to a company of which a Member of the Council may be a Member not holding not more than 1/100th part of the capital of that company.
5. The liability of the Members is limited.
6. Every Member of the Charity undertakes to contribute to the assets of the Charity, 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 Charity 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 £1 (One Pound).
7. If upon the winding up or dissolution of the Charity 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 Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, 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 Charity under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.