

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF

SCTP LIMITED

1. The name of the Company SCTP Limited ('SCTP')
2. The registered office of SCTP will be situated in England.
- 3. Objectives**
  - (a) To provide a forum for Members to meet and exchange ideas, information and good practice
  - (b) to provide a resource for the development of quality training provision, dissemination of information and implementation of best practice in pre-employment and work-based learning
  - (c) provide a direct link between SCTP and external bodies to represent members' views, to exchange information and to influence policy making within external bodies
  - (d) establish links with other local, regional and national bodies in order to represent members' views and influence policy for the benefit of members and their learners
  - (e) to publish and provide the publication and circulation of literature, films, recordings, and other methods from time to time available for the dissemination of information in any way relating to the above objects of the association
  - (f) to organise conferences, lectures, group discussion, working parties and other techniques and activities as shall help in anyway to forward the foregoing;
  - (g) all the above objects are independent
  - (h) to carry on any other business, activities or things which in the opinion of the directors of SCTP is conducive to the attainment of the above objects or any of them.
- (B) For the purpose of carrying out the above objects SCTP shall have the following additional powers:

- (a) to construct, equip, provide, alter, develop, administer or control any buildings and premise used, or to be used, for the purpose of SCTP
  - (b) to publicise the activities of SCTP and to borrow for and receive donations or subscriptions
  - (c) to purchase, take on lease, or exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary for the promotion of the objects
  - (d) to sell, let, mortgage, dispose of or turn to account, all or any of the property or assets of SCTP so as to promote its objects
  - (e) to undertake and execute any trusts which may lawfully be undertaken by SCTP
  - (f) to borrow or raise money for the purposes of SCTP on such terms and on such security as may be thought fit
  - (g) to invest the moneys of SCTP in or upon such investments as the association may think fit
  - (h) to establish and support or aid in the establishment and support of any associations or institutions, and to subscribe money for purposes connected with the purposes of SCTP or which further its objects.
4. The liability of the members is limited.
5. Members shall be admitted as members at the discretion of the Board of Directors.
6. The income and property of SCTP, whencesoever derived, shall be applied solely towards the promotion of the objects of SCTP as set forth in these 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 the members of SCTP. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of SCTP in return for any services actually rendered to SCTP nor prevent the payment of interest at a rate not exceeding 2 per cent per annum above the Bank Rate from time to time on money lent or reasonable and proper rent for premise demised or let by any member to SCTP but the directors of SCTP may be paid directors' fees for any work undertaken by them for SCTP. Save as aforesaid no director of SCTP shall be appointed to any salaried office of SCTP and no other benefit in money or monies worth shall be given by SCTP to any director except payment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to SCTP provided that the provision last aforesaid shall not apply to any payment to a company of which a director may be a member and in which such director shall not hold more than one hundredth part of the capital, and such director shall not be bound to account for any share of profits he may receive in respect of such payment.

7. Every member of SCTP undertakes to contribute to the assets of SCTP in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for the payment of the debts and liabilities of SCTP contracted before he ceased to be a member, and 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.
8. If upon the winding up or dissolution of the association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the association under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.
9. True account shall be kept of the sums of money received and expended by the association and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the association and of the property, credits and liabilities of the association, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Accountant or Accountants, Auditor or Auditors.

We, the several persons whose names, addresses and descriptions, are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.