

THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF THE SAFETY AND RELIABILITY SOCIETY

1. The Company's name is The Safety and Reliability Society Limited, hereinafter called the Society.
2. The Society's registered office is to be situated in England.
3. The Society's Objects are:

(1) To advance education and promote the scientific study of safety and reliability and associated disciplines, maintainability, availability, risk assessment and life cycle costing, in relation to the design and operation of plant, systems and equipment for the benefit of the public and thereby to promote industry and commerce.

(2) To publish the results of such studies world-wide.

In furtherance of the above objects but not further or otherwise the Society shall have the following Powers:

(3) To provide facilities for the exchange of information, knowledge and ideas relating to safety and reliability engineering on a national and international basis.

(4) To contribute to the establishment of professional and educational standards for those involved in safety and reliability engineering, through liaison with academic and industrial organisations.

(5) To establish standard techniques and procedures for the assessment of the safety and reliability of systems and to encourage their applications by government departments and industry.

(6) To undertake the preparation, organisation and administration of symposia, seminars, lectures, courses, conferences, exhibitions, demonstrations and other publicity and awareness programmes related to safety, reliability, hazard, risk, fault assessments and evaluations

(7) To procure, commission, print, record, file, publish, issue and distribute whether in conjunction with any other persons or companies or otherwise, books, pamphlets, leaflets, newspapers, advertisements, films, broadcasts, records, tapes, discs or other forms of publications or recording desirable for the promotion of the Society's objects.

(8) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Society in such manner and on such security as the Society may think fit.

(9) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, provided that the Society shall not undertake any trading activities in raising funds for the above mentioned charitable objects.

(10) To invest the moneys of the Society not immediately required for the furtherance of its objectives in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(11) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Society may think necessary for the promotion of its objects.

(12) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Society with a view to the furtherance of its objects.

(13) To employ and pay any person or persons subject to clause 4 hereof, to supervise, organise, carry on the work of and advise the company.

(14) To 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.

(15) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Society and by which its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Society under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Society of any such charitable organisation, institution, society or body.

(16) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Society.

(17) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Society is authorised to amalgamate.

(18) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Society.

(19) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

(a) In case the Society shall take or hold any property which may be subject to any trusts, the Society shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Society shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Society shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Society 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 the Society 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 have been if no incorporation had been effected and the incorporation of the Society shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council but they shall, as regards any such property, be subject jointly and separately to such control or authority as is the Society were not incorporated.

4. The income and property of the Society shall be applied solely towards the promotion of its objects as set forth in this 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 Society, and no member of Council shall be appointed to any office of the Society paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Society.

Provided that nothing herein shall prevent any payment in good faith by the Society:-

(a) of reasonable and proper remuneration to any member, officer or servant of the Society (not being a member of its Council) for any services rendered to the Society;

(b) of interest on money lent by any member of the Society or of its Council at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Council, or 3% whichever is greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Society or of its Council;

(d) of fees, remuneration or other benefit in money or money's worth to any Society of which a member of the Council may also be a member holding not more than 1/100th part of the capital of that Society; and

(e) to any member of its Council of reasonable out of pocket expenses.

5. The liability of the members is limited.

6. Every member undertakes to contribute such amount as may be required (not exceeding one pound) to the Society's assets if it should be wound up while he is a member or within one year after 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.

7. If upon the winding up or dissolution of the Society there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Society, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Society, 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 Society under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Society at or before the time of dissolution and if so far as effect cannot be given to such provision, then to some charitable object.

We, The subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

DAVID JOHN SMITH

26 ORCHARD DRIVE
TONBRIDGE
KENT TN10 4LG

CHARTERED ENGINEER

NIGEL JOHN LOCKE

BEECH LODGE
BEECHEN CLIFF ROAD
BATH BA2 4QL

CHATTERED ENGINEER

Dated the 9th day of November 1988

Witness to the above signatures:

RON DYSON

34 PARK GROVE
BEXLEYHEATH
KENT DA7 6AA

CHARTERED ENGINEER