

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW MEMORANDUM OF ASSOCIATION
of
THE SCHOOL LIBRARY ASSOCIATION

(Adopted by Special Resolution passed on 19th September 1987)

(Amended by Special Resolution passed on 17th September 1995)

(Amended by Special Resolution passed on 13th October 2007)

1. The name of the Company (hereinafter called "the Association") is "THE SCHOOL LIBRARY ASSOCIATION".
2. The Registered Office of the Association will be situated in England and Wales.
3. The objects of the Association are :-
 - (a) To encourage for educational and recreational ends the provision organisation and use of libraries in schools and colleges.
 - (b) To advise on the training and qualifications of School Librarians, to establish courses and other forms of training in School Librarianship and to award diplomas and other certificates of competence therein PROVIDED ALWAYS that no diploma or certificate issued by the Association shall contain any statement expressing or implying that it is granted by or under the authority of the Board of Trade or any Governmental Department or Authority.
 - (c) To provide and maintain libraries for the purpose of promoting the objects of the Association.
 - (d) To print publish and distribute books magazines periodicals and publications of all kinds with a view to promoting the objects of the Association, and in particular to print and publish the periodical known as "The School Librarian".
 - (e) To purchase or by any other means acquire hire and take option over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Association.
 - (g) To undertake and execute any trust which may lawfully be undertaken by the Association and may be conducive to its objects.
 - (h) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit and take and accept any gift of money property or other assets whether subject to any special trust or not.
 - (i) To invest the moneys of the Association not immediately required for its purpose or upon such investments, securities or property as may be thought

fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

- (j) To make any donations in cash or assets or to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (k) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them and so that :-
 - i) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-clause of this clause, or by reference to or inference from the name of the Association.
 - ii) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Association shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Association.
 - iii) In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause or any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of the provisions for the time being in force.

PROVIDED THAT the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction, or condition which if an object of the Association would make it a Trade Union.

- (l) To engage and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise organise carry on the work of and advise the Association subject to the provisions in clause 4 below.

- 4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 the members of the Association.

PROVIDED THAT nothing herein shall prevent the remuneration of any person, firm or company rendering services to the Association nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Committee of Management or Governing Body of the Association or any office of the Association paid by fees, and that no remuneration or other

benefit in money or money's worth shall be given by the Association to any member of such Committee or Governing Body, except repayment 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 the Association, PROVIDED THAT the provision last aforesaid shall not apply to any payment to any company of which a member of the Committee of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. Every member of the Association undertakes to contribute to the assets of the Association, 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 Association 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 Fifty pence.
6. 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 to 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 3 hereof, such institution or institutions to be determined by 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.
7. Nothing in this Memorandum of Association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.
8. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall comply with Section 30 of the Act.
9. The liability of the members is limited.
10. Proper accounts 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 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.
11. throughout this memorandum and articles of association a "charitable purpose" is a purpose that is regarded as charitable both in the law of England and Wales and in the law of Scotland, and the term "charitable" is to be interpreted in accordance both with the law of England and Wales and the law of Scotland.

WE, the several persons whose name and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Ronald Gill
5 Vivian Avenue
GRIMSBY Lancs
Headmaster

Arthur Wilfrid Rablen
23 Agbrigg Road
WAKEFIELD Yorks
Schoolmaster

Elizabeth Plumbe
359b Lewisham High St
LONDON SE13
Schoolmistress

Alice Annie Parker
3 Cavendish Road
BLUNDELLSANDS
Liverpool 23
Schoolmistress

Mary Kennedy
53 Knighton Drive
Woodford Green
ESSEX
Schoolmistress

George William Andrews
38 Doxey
STAFFORD
Librarian

John William Grieve
2 Mount Road
FLEETWOOD Lancs
Headmaster

Dated this 14th day of May 1955

WITNESS to the above Signatures :

H R Mainwood
Winfarthing
Swalecliffe Road

WHISTABLE
Chartered Librarian