

Memorandum of Association of RSI Action

COMPANY LIMITED BY GUARANTEE  
Memorandum of Association of RSI Action.

- 1 The company's name is RSI Action (and in this document it is called the Charity).
- 2 The Charity's registered office is to be situated in England and Wales.
- 3 The Charity's objects (the Objects) are ...

To facilitate the prevention of the conditions known collectively as repetitive strain injuries (RSI) in the United Kingdom.

To facilitate the relief of sickness, hardship and distress amongst those suffering within the United Kingdom from any of the conditions known collectively as repetitive strain injuries (RSI).

- 4 (1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):
  - (a) to raise funds (in doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations);
  - (b) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
  - (c) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
  - (d) to take all steps whether by personal or written or broadcast appeals, public meetings, organisation of collections or flag days, advertising or otherwise which may be deemed expedient for the purpose of procuring contributions to the funds of the Charity in the shape of donations, grants, annual subscriptions, legacies or otherwise;
  - (e) to:
    - (i) deposit or invest funds;
    - (ii) employ a professional fund-manager; and
    - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000<sup>1</sup>;
  - (f) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain, insure and equip it for use;
  - (g) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
  - (h) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
  - (i) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - (j) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
  - (k) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
  - (l) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director<sup>2</sup> only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
  - (m) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of the clause;

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<sup>1</sup> See also Charity Commission publication CC14 ("Investment of Charitable Funds").

<sup>2</sup> "Directors" means a director of the Charity. The directors are charity trustees as defined by Section 97 of the Charities Act 1993.

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- (n) to insure and arrange insurance cover for and to indemnify its officers, employees and voluntary workers and those of its members from and against all such risks incurred in the course of performance of the duties as may be thought fit;
  - (o) to provide managerial, advisory and consultancy services for which the committee or other governing body of the Charity may charge a fee;
  - (p) to conduct campaigning and political activities to further the Objects;
  - (q) to write, compile or publish, information and advice, in any media, and to circulate it, gratuitously or otherwise;
  - (r) to hold conferences, exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
  - (s) to promote and influence, research, experimental work, and scientific investigation, and to disseminate the results;
  - (t) to do all such other lawful things as are necessary for the achievement of the Objects;
- (2) The liabilities referred to in sub-clause (1)(m) are:
- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
  - (b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- (3) (a) The following liabilities are excluded from sub-clause (2)(a):
- (i) fines;
  - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
  - (iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
- (b) There is excluded from sub-clause 2(b) 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 Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- 5 (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- (b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- (3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.
- (4) No Director may:
- (a) buy any goods or services from the Charity;
  - (b) sell goods, services, or any interest in land to the Charity;
  - (c) be employed by, or receive any remuneration from the Charity;
  - (d) receive any other financial benefit from the Charity;
- unless:
- (i) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- (5) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- 6 (1) The liability of voting-members is limited.
- (2) Non-voting members have no liability.

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- 7 Every voting-member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
- 8 (1) The voting-members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
  - (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity for use for particular purposes that fall within the Objects;
- (2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:
  - (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.