

**COMPANIES ACTS 1985 – 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**COMPANY NUMBER 2966505**

**MEMORANDUM OF ASSOCIATION**  
**of**  
**ASSOCIATION OF PROFESSIONAL POLITICAL CONSULTANTS**  
**Incorporated 5<sup>th</sup> September 1994**

1. The name of the Company (hereinafter called “The Association”) is “ASSOCIATION OF PROFESSIONAL POLITICAL CONSULTANTS”.
2. The Association’s registered office is to be situated in England and Wales.
3. The Association’s objects are:
  - 3.1 To promote the development of the practice of professional political and regulatory consultancy (“the Profession”), being the provision of consultancy services (meaning advice, representation, research, monitoring or administrative assistance) predominantly related to the institutions of United Kingdom central and local government and/or other public bodies, for third parties for commercial gain.
  - 3.2 In furtherance of the above objects, but without prejudice to the generality thereof:
    - 3.2.1 To encourage further and promote the observance of high professional standards in the Profession and to establish and prescribe such standards including (without limitation) by means of a Code of Conduct for the Profession.
    - 3.2.2 To procure compliance with such Code of Conduct.
    - 3.2.3 To produce and maintain a register of members of the Association for the benefit of the institutions of United Kingdom central and local government and/or other public bodies and third parties.
    - 3.2.4 To promote and gain recognition of the Association as a responsible organisation representing the interests of the Profession.
    - 3.2.5 To establish and maintain training facilities in relation to the activities of the Profession.
    - 3.2.6 Generally to undertake all such activities as are likely to be of benefit to the Profession and the interests of members of the Association.
  - 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights of privileges and to construct, maintain and alter any buildings or erections which the Association may think necessary or convenient for the promotion of its objects.
  - 3.4 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association with a view to the furtherance of its objects.
  - 3.5 To borrow and raise money for the furtherance of the objects of the Association in such manner and on such security as the Association may think fit.
  - 3.6 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation otherwise provided that this shall be without prejudice to the ability of the Association to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Association may think fit.
  - 3.7 To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by any person or company.

- 3.8 To draw, make, accept indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable or mercantile instruments.
- 3.9 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- 3.10 To invest the moneys of the Association not immediately required for the furtherance of its objects 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.
- 3.11 Subject to clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.
- 3.12 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees of the Association and their widows and other dependents.
- 3.13 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 Association.
- 3.14 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Association.
- 3.15 To do all such other lawful things as are necessary for the attainment of the above objects or any of them.  
Provided that:
  - 3.15.1 In case the Association shall take or hold property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - 3.15.2 The objects of the Association shall not extend to endeavouring to impose or procure to be observed by its members or others any regulation restriction or condition which could make it a trades union.
- 3.16 In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 management committee of the Association 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 management committee have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such management committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.
4. The income and property of the Association 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 Association and no member of its management committee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:
  - 4.1 Of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its management committee) for any services rendered to the Association;
  - 4.2 Of interest on money lent by any member of the Association or of its management committee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the management committee or three per cent whichever is the greater;

- 4.3 Of reasonable and proper rent for premises demised or let by any member of the Association or of its management committee;
- 4.4 Of fees, remuneration or other benefit in money or money's worth to any company of which a member of the management committee may also be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; and
- 4.5 To any member of its Management Committee of reasonable and proper out-of-pocket expenses.
5. The liability of members is limited.
6. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Association's debts and liabilities 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.
7. 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 this or their income and property to an extent at least as great as is imposed on the Association under or by virtue of clause 4 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.