



The Institute
of Quarrying

Memorandum of Association

THE COMPANIES ACTS, 1948-1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association of the Institute of Quarrying as altered by Special Resolution passed on 10th June, 1965, 2nd October, 1978, and 11th October 1996.

1. The name of the Company (hereinafter called "the Institute") is "THE INSTITUTE OF QUARRYING."
2. The registered office of the Institute will be situate in England.
3. The objects for which the Institute is established are:
 1.
 1. To advance the science of quarrying (hereinafter referred to as "the Science") in the United Kingdom or overseas in the interests of the public at large whether in the United Kingdom or overseas.
 2. To institute or subscribe towards or otherwise help and forward any research work which may be necessary for the advancement of the Science.
 3. To promote and foster area organisations of persons engaged in the practice of the Science to deal with area problems and to act or co-operate with such organisations on matters arising from their proceedings which may be the concern of the Institute in relation to the advancement of the Science.
 4. For the purpose of advancing the Science to promote or encourage and to take all steps from time to time considered expedient with a view to establishing and maintaining standards of quality and workmanship in the Quarrying Industry (hereinafter referred to as "the Industry") and to act in an advisory capacity concerning problems and matters of any nature arising in connection with the Industry.
 5. For the purpose aforesaid to collaborate and exchange views with any persons and organisations concerning education, technical and safety problems connected directly or indirectly with the Industry and to co-operate with any persons and organisations with a view to the promotion and advancement of movements for the improvement of working and other conditions in the Industry as a whole and generally concerning any matters of whatever nature directly or indirectly affecting the Industry and its well being.
 6. For the purpose aforesaid to maintain a public relations and publicity organisation.
 7. For the purpose aforesaid to prepare, edit, print, publish, issue, acquire, circulate and sell books, papers, periodicals, gazettes, circulars and other literary undertakings or other

matter in electronic or any other recorded form treating of or bearing upon the Science or the Industry and to establish, form and maintain museums, collections, libraries, and collections of literature, statistics, scientific data and other information relating to the Science or the Industry or to matters of interest to persons engaged in the Industry and to translate, compile, collect, publish, lend and sell and endeavour to secure or contribute to the translation, compilation, collection and publication by Parliament, Government Departments and other bodies of persons of any such literature, statistics and information and to disseminate the same by means of the reading of papers, the delivery of lectures, the giving of advice, the appointment of advisory officers or otherwise.

8. For the purpose aforesaid to initiate, hold, direct, manage and take part in exhibitions, shows, displays, conferences, congresses, meetings and other gatherings.
9. For the purpose aforesaid to retain or employ skilled professional or technical advisers or workers in connection with the objects of the Institute or any of them and to pay to such advisers or workers such fees or other remuneration as may be considered expedient, and to found, aid, maintain and endow scholarships and bursaries for the remuneration, instruction and support of students engaged in studying the principles involved in the Science or any process connected therewith, whether in the laboratories, workshops, quarries or mines of the Institute or its members or elsewhere and to employ and remunerate as may be considered expedient instructors and supervisors for such students and also for persons engaged in studying the principles involved in the Science or in any process connected therewith, due regard however being paid to the provision of instruction through existing Institutions.
2. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Institute may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Institute.
3. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Institute as may be thought expedient with a view to the promotion of its objects.
4. To undertake and execute any trusts which may lawfully be undertaken by the Institute and are in the furtherance of the objects of the Institute.
5. To borrow or raise money for the purposes of the Institute on such terms and on such security as may be thought fit.
6. To invest the monies of the Institute not immediately required for its purposes 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 by law and subject also hereinafter provided; and without prejudice to

the foregoing, the Institute may authorise the delegation of any of the powers of the Council of Management or Governing Body of the Institute in relation to the management of investments to any such person or persons as it thinks fit, provided that any such person or persons shall be of such professional standing and experience as the Council of Management or Governing Body of the Institute may determine and shall at all times, in the exercise of any power so delegated, conform to any regulations or instructions which may be imposed on them from time to time by the said Council of Management or Governing Body of the Institute. For the purposes of this clause of the memorandum, "management of investments" shall be deemed to include the power to buy and sell investments in accordance with any investment policy from time to time determined by the Council of Management or Governing Body of the Institute.

7. 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 Institute or calculated to further its objects.
8. To do all such other things as are incidental to the attainment of the above objects or any of them. Provided that:
 1. In case the Institute shall take or hold any property which shall be subject to any Trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such Trusts.
 2. The Institute's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 3. In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Institute 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 Management or Governing Body of the Institute 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 of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Institute had not been incorporated.
4. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute 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 Institute. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Institute, or to any member of the Institute, in return for any services actually rendered to the Institute, nor prevent the payment of interest on money lent by any member of the Institute at a rate per annum not exceeding 2% less than the minimum Lending Rate prescribed for the time being by the Bank of England or 3% whichever is the greater, or reasonable and proper rent for premises demised or let by any member to the Institute; but so that no member of the Council of Management or Governing Body of the Institute shall be appointed to any salaried office of the Institute or any office of the Institute paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Institute to any member of such Council 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 Institute; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council 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. The liability of the members is limited.
6. Every member of the Institute undertakes to contribute to the assets of the Institute, 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 Institute 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 £1.00.
7. If upon the winding up or dissolution of the Institute 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 Institute, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Institute, 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 Institute under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

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