

Company No: 404790

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

ASSOCIATION OF OPTOMETRISTS

(Amended and adopted 21 May 2008)

1. The name of the Company (hereinafter called “the Association”) is “ASSOCIATION OF OPTOMETRISTS”.¹
2. The registered office of the Association will be situate in England and Wales.
3. The objects for which the Association is established are:
 - (a) To support, promote and protect the interests of optometrists and dispensing opticians generally and to consider, watch over and take any necessary action in relation to matters affecting their interests.
 - (b) To advise and assist optometrists and dispensing opticians in connection with their position, status, duties or obligations as such.
 - (c) To promote or support any Act of Parliament or other legislation for enabling the Association to carry any of its objects into effect or for effecting any modification which may be desired of the constitution of the Association or for any other purpose which may seem expedient, and to scrutinise and if thought fit to oppose any proposed legislation which may to the Association seem to be directly or indirectly prejudicial to the interests of the Association or of the profession of optometrist or dispensing optician.
 - (d) To represent optometrists and dispensing opticians and their profession in relation to and to negotiate with and to confer with Her Majesty’s Government, Departments of State, institutions of the European Union and/or all other international or supra-national organisations and institutions of whatever nature, the legislature, public bodies and others, the Association of British Dispensing Opticians, the College of Optometrists, the Federation of Ophthalmic and Dispensing Opticians, the General Optical Council, other optometric and optical organisations and local and other public authorities, bodies or persons, in relation

¹ The name has been changed from the original name of “THE ASSOCIATION OF OPTICAL PRACTITIONERS”.

to all matters directly or indirectly affecting optometrists or dispensing opticians and their profession.

- (e) To encourage the development of the science and practice of optometry including dispensing optics and the visual welfare of the public.
- (f) To encourage the maintenance of high standards of professional practice among optometrists and dispensing opticians, and to provide or arrange for the provision of professional, financial, management, legal, accounting, insurance, commercial, public relations, advertising, arbitration and other services whatsoever to or for the benefit of them whether as a business or otherwise.
- (g) To collect, hold, disseminate and publish material conducive to the attainment of the objects of the Association, in any form, using any method (present or future), (including journals, books, pamphlets, electronic and other media) and to any body or persons, and to do so, whether as a business or otherwise as originator, proprietor, licensee, publisher, broadcaster or otherwise howsoever.
- (h) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association 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 Association.
- (i) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (j) To borrow or raise or secure the payment of money for the purposes of the Association on such terms and on such security as may be thought fit.
- (k) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
- (l) To accept donations and gifts in furtherance of any objects of the Association and to undertake and execute any trusts which may lawfully be undertaken by the Association and may be considered conducive to its objects.
- (m) To establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Association or calculated to further its objects, but not so as thereby to confer benefits directly on individual Members.
- (n) To establish and support or aid in the establishment and support of any funds, trusts, pension schemes or other conveniences calculated to benefit employees or ex-employees of the Association or of any association received into union with the Association or the dependants or connections of any such employees or ex-employees and to pay pensions, annuities or gratuities to any such persons.

- (o) To do all or any of the things or matters set out in this clause 3 in any part of the world, in any capacity whatever, alone or in conjunction with others, including (without limiting the generality of the foregoing) through membership of, the holding of shares or any other security or interest in any body, corporate or unincorporate, partnership or entity, having objects which include any objects of the Association whether as proprietor, investor, donor, lender, guarantor, surety or otherwise and to give donations, loans, credit, guarantees or indemnities, with or without security, to or in respect of any such body, partnership or entity, or to any other person in connection therewith.
 - (p) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
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 payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any Member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding a fair commercial rate on money lent or reasonable and proper rent for premises demised or let by any Member to the Association.

No member of the Council of the Association shall be entitled to receive any fees, remuneration or other benefit in money or money's worth from the Association in relation to activities carried out by such person in his capacity as a member of the Council of the Association, 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 and except for such fee or fees or expense or expenses as may be determined from time to time in accordance with the Articles of Association; provided that this paragraph shall not apply to any payment to any company in which such member shall hold not 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. For the avoidance of doubt, this paragraph shall not prevent a member of the Council of the Association from receiving any fees, remuneration or other benefit in money or money's worth from the Association in relation to activities carried out by such person in a capacity other than as a member of the Council of the Association.

5. The liability of the Members is limited.
6. 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 £5.

7. If upon 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 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.