

The Companies Acts 1985-89

A Private Company Limited by Guarantee
And Not Having a Share Capital

Memorandum of Association of Public Health Register

(Company No. 4776439)

(Incorporated 23 May 2003)

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A Private Company Limited by Guarantee and Not Having a Share Capital

Memorandum of Association of

Public Health Register

1. The name of the company (hereinafter called "**the Company**") is Public Health Register.
2. office is to be situated in England and Wales.
3. The objects of the Company are the promotion and the advancement of the multi-disciplinary public health profession by keeping a register of persons practising in the multi-disciplinary public health profession and supervising the behaviour and conduct of the persons for the time being included in the said register in order to better protect the health of the public and the doing of all such other lawful things as are incidental or conducive to the attainment of such objects or any of them including (without limitation) all or any of the following things:-
 - a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any intellectual property rights.
 - c) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or to acquire an interest in, amalgamate with, or enter into partnership for co-operation or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company.
 - d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time bet determined and to hold or otherwise deal with any investments made.

f)

- m) To dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- n) To act as agents or brokers and as trustees for any person, firm or company.
- o) To remunerate any person, firm or company rendering services (including without limitation outsourcing services) to the Company either by cash payment or otherwise as may be thought expedient.
- p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- q) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company, or may be connected with any town or place where the Company carries on business.
- r) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally (subject to the provisions of clause 5 hereof) to provide advantages, facilities and services for any persons who are or have been employed by, or who are serving or have served, the Company.
- s) To make payments towards insurance including insurance for any director or officer against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law).
- t) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- u) And so that:-
 - i. None of the provisions set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in any such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
 - ii. This clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.
5. The income and property of the Company 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 Company and no director of the Company shall be appointed to any office of the Company paid by

worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the company;
 - b) of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for greater;
 - c) to any director of reasonable out-of-pocket expenses;
 - d) of reasonable and proper rent for premises demised or let by any member of the Company or any director.
6. Every member of the Company undertakes to contribute such amount as may be he is a member or within one year after he ceases to be a member, for payment of the Company 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 Company 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 Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the company, 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 Company under or by virtue of Clause 5 hereof, that body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some charitable body.

We, the subscribers to this Memorandum of Association whose names and addresses are set out below, wish to be formed into a company pursuant to this Memorandum of Association.
