

MEMORANDUM OF ASSOCIATION OF

THE ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE

Adopted 13th April 1981 and including amendments made on 12th May 1997, 8th May 2005, 23rd April 2007, 10th May 2010 and 18th April 2013.

- 1 The name of the Company (hereinafter called “the Association”) is “THE ASSOCIATION FOR CLINICAL BIOCHEMISTRY AND LABORATORY MEDICINE”.
- 2 The Registered office of the Association will be situate in England.
- 3 The objects for which the Association is established are:
 - (a) To promote the clinical and scientific contribution of clinical biochemistry and/or laboratory medicine to effective healthcare in the United Kingdom and the Republic of Ireland; to contribute to establishing high quality standards for the practice of clinical biochemistry and/or laboratory medicine and monitoring performance against those standards; to promote, alone or with other organisations, the advancement and public understanding of clinical biochemistry and/or laboratory medicine at national and international level; to organise, promote, and participate in congresses, conferences, symposia and other meetings for the discussion of subjects of importance in scientific medicine; to organise training courses for new entrants to the profession of clinical biochemistry and/or laboratory medicine and continuing development courses for members of that profession and to cooperate with any examining body in medicine and chemistry in promoting suitable qualifying examinations for members of the profession of clinical biochemistry and/or laboratory medicine; to publish and edit scientific journals, books and articles and to work in conjunction with editorial boards of any periodicals or publications in the fields of science and medicine; to advise the Department of Health, or other healthcare agencies, and members of the Association on the practice of clinical biochemistry and/or laboratory medicine; to collaborate with the Royal College of Pathologists and other professional bodies active in the area of clinical biochemistry and/or laboratory medicine; and to do all such other things as may in the opinion of the Council spread or increase the knowledge and standing of clinical biochemistry and/or laboratory medicine.
 - (b) To engage in the regulation of relations between Members, and other persons occupied wholly or mainly in the practice of clinical science who are eligible to be Members of the Federation, and employers or employers’ associations.
 - (c) 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 building or erections necessary or convenient for the work of the Association.
 - (d) 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.
 - (e) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
 - (f) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
 - (g) 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, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
 - (h) 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 Association or calculated to further its objects.
 - (i) To establish and administer a benevolent fund for the relief of necessitous Members and ex-members of the profession of clinical biochemistry and their dependents and to raise money therefore by voluntary contributions but so that the funds of the Association shall not be applied for this purpose.
 - (j) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them. Provided that: (i) In case the Association shall take or hold any 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; and (ii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, 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 Council of Management or Governing Body 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 Council of Management or Governing Body 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, the Charity Commissioners or the Secretary of State for Education and Science 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 Association were not incorporated.
- 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 in this Memorandum of Association shall prevent:
 - (a) the payment of interest at a rate not exceeding 5 per cent per annum on money lent to the Association;
 - (b) the payment of reasonable and proper rent for premises demised or let by any member to the Association;
 - (c) 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 provided that no member of the Council of Management or Governing Body of the Association shall be employed by the Association or engaged in any long-term contract for services payable by fees;
 - (d) repayment of out-of-pocket expenses incurred by any member of such Council of Management or Governing Body in the performance of their duties;
 - (e) any payment to a hospital or other medical body (the “Hospital”) by which a member of the Council of Management or Governing Body is employed or engaged, by way of reimbursement of the salary or other remuneration paid by the Hospital to such member for that period of time during which he would normally be engaged in performing his normal duties to the Hospital but is instead engaged in the performance of his duties to the Association; and
 - (f) any payment to any company of which a member of the Council of Management or Governing Body is a member, and in which such member shall not hold more than 1% of the share capital, and any member of the Council of Management or Governing Body who receives a payment in accordance with this clause 4 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 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 £10.

- 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 charitable 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.