

THE COMPANIES ACT 1985 - 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

T.O.F.S.

1. The name of the Company (hereinafter called the “**Association**”) is “T.O.F.S.”.
2. The registered office of the Association will be situated in England.
3. The objects for which the Association is established are for the purpose of relieving in cases of need individuals (hereinafter referred to as “TOF individuals”) suffering from tracheo oesophageal fistula, oesophageal atresia and oesophageal and related disorders including the Vater association (hereinafter collectively referred to as “**oesophageal disorders**”) as well as the parents or guardians of such TOF individuals by providing or paying for items, services or facilities which are calculated to alleviate the suffering or assist the recovery of such TOF individuals in such cases but are not readily available to them from other sources and by promoting contact between the families of such TOF individuals suffering from oesophageal disorders with a view to sharing management problems and solutions and the collection and dissemination of information concerning oesophageal disorders in the care and treatment thereof, and in furtherance of the aforesaid objects but not further or otherwise the Association shall have power:
 - (1) to establish from time to time and thereafter maintain information dissemination forums by which the experiences of TOF individuals and their families may be usefully shared with other such TOF individuals and their families. By way of example, such forums could include but are not limited to: internet websites; periodical printed magazines; online "chatroom" facilities; a telephone enquiry and support service; and events such as conferences.
 - (2) to conduct or promote or encourage research into the care and treatment of persons suffering from oesophageal disorders and disseminate the useful results;
 - (3) to promote or encourage or assist in the teaching or training of doctors, nurses, physiotherapists and other persons engaged in any branch of medicine, surgery, nursing or allied services, and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services;
 - (4) 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, repair, renovate, equip, decorate, maintain and alter any buildings or erections necessary or convenient for use;

- (5) to arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Association;
- (6) to conduct fund raising activities including appeals for money or other gifts or for any other assistance for any of the purposes of the Association, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Association;
- (7) to establish and maintain appropriate communication and dialogue with organisations similar to T.O.F.S. in other countries and to use such communication and dialogue to mutually support common objectives
- (8) to engage and appropriately remunerate such staff as may be required to support the activities of the Association
- (9) to sell, let, mortgage subject to such consents as may be required by law, 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;
- (10) to undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to any of the principal objects of the Association;
- (11) to borrow subject to such consents as may be required by law or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- (12) 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 consent (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (13) 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 or calculated to further any of the principal objects of the Association;
- (14) to do all such other things as are incidental or conducive to the attainment of the principal objects of the Association or any of them PROVIDED that:
 - (a) 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;
 - (b) the Association shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union;
 - (c) in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commission 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 Council of Management 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 be such Council of Management 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 Council of Management, 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 the 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 Council of Management 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:
 - (1) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management) for any services rendered to the Association;
 - (2) of interest on money lent by any member of the Association or of its Council of Management at a reasonable and proper rate per annum not exceeding the published base lending rate of Lloyds Bank plc or 3% which ever is the greater;
 - (3) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management;
 - (4) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council of Management may be a member subject at all times to the agreement of the Council of Management;
 - (5) to any member of its Council of Management of reasonable out-of-pocket expenses.
5. The liability of the members is limited.
6. Membership shall not be limited to residents of the United Kingdom
7. 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 £1.00 per member.

8. 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 charitable institution or institutions having exclusively 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 as 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 so far an effect cannot be given to such provision, then to some other charitable object.

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ARTICLES OF ASSOCIATION

OF

T.O.F.S.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

Words	Meanings
the Act	the Companies Act 1985 as amended from time to time and the Companies Act 2006 to the extent it is still in force from time to time as appropriate;
these presents	these Articles of Association, the regulations of the Association from time to time in force;
the Association	the above-named Association;
the Council	the Council of Management for the time being of the Association;
the Office	the registered office of the Association;
the Seal	the common seal of the Association;
Month	calendar month;

And the words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include the corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Association shall from time to time be registered shall not be less than twenty five.
3. The provisions of Sections 352-354 of the Act shall be observed by the Association, and every member of the Association shall either sign a written consent to become a member or sign the register of members on becoming a member.

4. The Association is established for the purposes expressed in the Memorandum of Association.
5.
 - (1) The members of the Association shall be such persons as the Council shall by resolution passed by a majority of at least two thirds of the members present and voting in its absolute discretion determine.
 - (2) Where any person desires to be admitted to membership of the Association, he must sign and deliver to the Association an application for admission framed in such terms as the Council shall require.
 - (3) Any member may resign from the Association by giving notice in writing to the Secretary at any time and paying with such notice any unpaid subscriptions which may be due down to the date of such resignation, annual subscriptions to be calculated de die in diem, and any subscriptions or donations agreed upon or guaranteed by such member and thereupon shall cease to be a member.
 - (4) Any member may be removed from the Association by a resolution of the Council passed by a majority of at least three fourths of the members present and voting at meeting of the Council of which not less than fourteen days' previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the members of the Council. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days before the meeting and he shall be entitled to be heard by the Council at the meeting. On a member being removed under this Article he shall forfeit all privileges of membership, but the Council shall return the due proportion of such member's current subscription having regard to the unexpired period for which it is paid.

GENERAL MEETINGS

6. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than eighteen months after the holding of the last preceding Annual General Meeting.
7. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
8. The Council may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 303 of the Act.
9. Twenty one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter

mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Association; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

10. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring, the appointment of, and the fixing of the remuneration of, the Auditors.
12. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided eight members personally present shall be a quorum.
13. If within one hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next weeks, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting quorum is not present within one hour from the time appointed for holding the meeting the members present shall be a quorum.
14. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Association who shall be present to preside.
15. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
16. At any General meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to

