

Company no. 897405

The Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

Special Resolution

of

**Disabled Drivers' Association
(the "Company")**

As Secretary of the Company I certify that the following special resolution was passed at the Annual General Meeting on the **NINTH** day of **DECEMBER** 2005;

THAT the regulations set out in the document attached to this resolution are hereby approved and adopted as the new Memorandum and Articles of Association of the Company in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Company.

Signed:.....
Secretary

Dated: **9-12-** 2005



Company No 897405

The Companies Act 1948

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

Memorandum

and

Articles of Association

of

THE DISABLED DRIVERS' ASSOCIATION

Incorporated the 3rd day of February 1967

(Amended by special resolution on 1 September 1994)

(Amended by special resolution passed on 9 December 2005)

The Companies Act 1948
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

THE DISABLED DRIVERS' ASSOCIATION

1. The name of the Company (hereinafter called "the Association") is "THE DISABLED DRIVERS' ASSOCIATION".
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 welfare of the disabled and to assist and encourage the disabled to achieve greater mobility and in particular but without prejudice to the generality of the foregoing to advise Members of the Association and others on any problem arising in connection with vehicles (whether mechanically or hand-propelled) and appliances for the disabled, to publish and circulate a magazine concerned with the problems or progress of the disabled and the activities of the Association, to organise Members into Groups and Area Committees, to maintain contact with all firms and organisations manufacturing producing or distributing vehicles (whether mechanically or hand propelled) and appliances for the disabled, to act as the representative body for users of such vehicles and appliances, to maintain liaison with Government Departments and other organisations in any way concerned with the disabled, and to provide either alone or in conjunction with other organisations facilities for holidays or residence for the disabled.
 - (B) To purchase, take on Lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Association may think necessary or convenient for the attainment of its objects or any of them.
 - (C) To build, construct, alter, maintain, enlarge, pull down, remove or replace, any buildings, offices or other works necessary or convenient for the purpose of the Association.
 - (D) To sell, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with, all or any of the property and assets of the Association.

- (E) To borrow or raise money for the purposes of the Association and to secure the repayment thereof upon such terms and in such manner as the Association shall think fit.
- (F) To invest the monies 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.
- (G) To undertake as trustee and carry into effect any charitable trusts which may be conducive to the purposes of the Association and which it may lawfully undertake.
- (H) To establish and maintain either alone or in conjunction with any other bodies or organisations any charitable institutions or associations in any way concerned with the disabled and to subscribe or guarantee money for charitable purposes in any way calculated to further the objects of the Association.
- (I) 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.
- (ii) The Association shall not support with its funds any object, 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.
- (iii) 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 Management Committee 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 Management Committee 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 said Secretary of State over such Management Committee 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 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 five per cent per annum on money lent or reasonable or proper rent for premises demised or let by any member to the Association; but so that no member of the Management Committee of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Management Committee 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 - provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Management Committee 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. No addition, alteration, or amendment shall be made to or in the provision of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Board of Trade.
6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Board of Trade to the Association in pursuance of Section 19 (1) of the Companies Act, 1948, is subject.
7. The liability of the members is limited.
8. 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.

9. 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 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 provisions then to some 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.

Names, Addresses and Descriptions of Subscribers . . .

F Needham, 24 Charter Street, Rochdale.	(Business Director)
J.A. van Dongen, B.Sc., 1 Ridgeview Close, Barnet, Herts.	(Computer Programmer)
H.C. Thompson, 22 Coulsdon Rise, Coulsdon.	(Chartered Accountant)
J. Cooper, 64 Park Lane, Duston, Northants.	(Clerk)
G. Turner, 19 Sweetbriar Street, Gloucester.	(Sales Executive)
B.K. Riley (Miss), 1 Ambaston Lane, Shardlow, Derby.	(Unemployed)
G.M. Vaughan (Miss) 8 Holmdene Court, Epsom Road, Ewell, Surrey.	(Clerk)

DATED this 29th day of November, 1966

WITNESS to the above Signatures - C. L. POCOCK (General
Secretary)
(Signature and address)

4 Laburnum Avenue, Wickford, Essex.

* All the names should be in full, the address should be definite, giving where practicable, the name of the street, and the number of the house.

The Companies Acts 1985 and 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
of**

THE DISABLED DRIVERS' ASSOCIATION

INTERPRETATION

1. In these Articles unless the context otherwise requires:-

The following expressions shall have the following meanings:

- | | | |
|-----|--------------------------|---|
| 1.1 | The Act | The Companies Act |
| 1.2 | Appropriately Qualified | A current member of one of the following professional bodies:

(i) Institute of Chartered Accountants in England & Wales or
(ii) Institute of Chartered Accountants in Scotland or
(iii) Institute of Chartered Accountants in Ireland or
(iv) Chartered Association of Certified Accountants or
(v) A registered auditor |
| 1.3 | The Articles | These Articles of Association |
| 1.4 | The Association | The above named Company |
| 1.5 | Clear Days | In relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect |
| 1.6 | Executed | Includes any mode of execution |
| 1.7 | The Management Committee | the Trustee |
| 1.8 | The Memorandum | The Memorandum of Association of the |

- | | | |
|------|--------------------|--|
| | | above named company |
| 1.9 | Officers | Chairman, Treasurer, two Vice-Chairmen |
| 1.10 | The Seal | The common seal of the Association |
| 1.11 | The Secretary | Any person appointed to perform the duties of the Secretary of the Association |
| 1.12 | Trustee(s) | the director(s) as defined in the Act |
| 1.13 | The United Kingdom | Great Britain & Northern Ireland |
2. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

MEMBER

3. The sole company law member of the Association shall be Mobilise Organisation (company number 5382417). Membership shall be transferable. The quorum for a member's meeting shall be one for such time as there is a sole member.

TRUSTEES

4. There shall be one Trustee. The quorum for a Trustee's meeting shall be one for such time as there is a sole Trustee.
5. The Trustee shall be appointed by resolution of the member.
6. No person may be appointed as a Trustee who is:
- 6.1 under 18 years; or
- 6.2 disqualified from acting as a Trustee.
7. The office of the Trustee shall be vacated if:
- 7.1 he/she/it ceases to be a Trustee under any provision of the Act or becomes prohibited from acting by law; or
- 7.2 he/she/it becomes bankrupt/insolvent or makes any arrangement or composition with his/her/its creditors generally.
8. Subject to the Act, the business of the Association shall be managed by the Trustee who may exercise all the powers of the Association. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustee which would have been valid if that alteration had not been made.

9. The Trustee may delegate any of his/her/its powers to any committee (in addition to delegation of the implementation of their resolutions and day to day management) provided that:
 - 9.1 the resolution making that delegation shall specify the members of such committee (who need not be a trustee) and state any co-options the committee may make;
 - 9.2 the committee shall report regularly to the Trustee;
 - 9.3 the delegation shall be revocable at any time;
 - 9.4 the Trustee may make regulations for any such committee;
 - 9.5 the committee shall not incur expenditure except as approved by the Trustee;
10. financial matters and the operation of any bank account may be delegated.

HONORARY APPOINTMENTS

11. The Association may appoint:

A Royal Patron, Life Patrons, Patrons, Vice Patron, A President, Vice Presidents and such other honorary appointees as it may determine.

Such appointees need not be members of the Association and shall have no powers resulting from their appointment.

All such appointments shall be made by resolution of the member.

THE SECRETARY

12. Subject to the provisions of the Act, the Secretary shall be appointed (and may be removed) by the Trustee for such term, at such remuneration (if not a Trustee) and upon such conditions as he/she/it may think fit.

RECORDS AND ACCOUNTS

13. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.
14. The Trustee shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the