

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF ALARM The National Forum for Public Sector Risk Management

1. The Company's name is ALARM The National Forum for Public Sector Risk Management
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-

The aim of the Association is to assist, advise and represent public sector organisations in the promotion, development and delivery of integrated risk management.

The objectives of the Association in support of its aim are:-

- (1) Identifying and addressing the needs of members.
- (2) Promoting professionalism and best practice in risk management.
- (3) Working in partnership with other agencies in the promotion of public sector risk management.
- (4) Providing an effective national voice for risk management in the public sector.

And the Company shall have the following powers:

- 3.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
- 3.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 3.3 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture and fixings, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights licences and the like;
- 3.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- 3.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;

- 3.6 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.7 to invest moneys of the Company 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;
- 3.8 to make any donations in cash or other assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.9 to undertake and execute charitable trusts;
- 3.10 to engage and pay any person or persons whether on a full-time or part-time basis or whether as a consultant or employee to supervise, organise, carry on the work of and advise the Company and, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.11 to amalgamate with any companies, institutions, societies or associations;
- 3.12 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.13 to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
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 and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remunerations or other benefit in money or money's worth from the Company; Provided that nothing in this document shall prevent any payment in good faith by the Company;
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within the year after he ceases to be a member, for pay payment of the debts and liabilities of the Company 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.
7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other Company.

I, the person whose name and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum of Association.

Graham Stephens
16 Churchill Way
CARDIFF
South Glamorgan
CF10 2DX
WALES

Dated this day of 05/11/2004