



Final Amendments 25 September 2009
The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of

PRIMARY CARE RESPIRATORY SOCIETY UK^{1,3}

1. The Company's name is Primary Care Respiratory Society UK ('PCRS UK')
(and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects ("the Objects") are to promote interest in, educate and facilitate research for the benefit of the public into all aspects of common respiratory conditions found in Primary Care; to provide an authoritative opinion where required on matters relating to all aspects of common respiratory conditions found in Primary Care; accredit and endorse methodologies, research, products, individuals and bodies after proper consideration; and to provide information for subscribers and others on all aspects of common respiratory conditions found in Primary Care.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (1) write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
 - (2) promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
 - (3) promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
 - (4) provide or procure the provision of counselling and guidance;
 - (5) purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;

¹ As amended by special resolution passed on 8 July 2005 pursuant to the consent of the Charity Commission given by letter dated 6 June 2005.

³ As amended by special resolution passed on 25 September 2009 to change the name of the Company

- (6) subject to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- (7) subject to any consent required by law borrow and raise money on such terms and security as the Charity may think suitable;
- (8) carry on trade in the course of carrying out any of its objects;
- (9) carry on temporary trade ancillary to carrying out its objects;
- (10) incorporate wholly owned subsidiary companies to carry on any trade;
- (11) invest and deal with the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- (12) guarantee and become or give security for the performance of contracts by any person or company;
- (13) purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Charity's objects;
- (14) pay out of the funds of the Charity the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. No such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (15) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (16) to raise funds and to invite and receive contributions; provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (17) subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

- (18) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (19) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - (20) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
 - (21) to do all such other lawful things as are necessary for the achievement of the Objects.
5. The income and property of the Charity shall be applied solely towards the promotion of the 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 Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:
- (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - (2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
 - (3) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
 - (4) of fees, remuneration or other benefits in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
 - (6) to any trustee of reasonable out-of-pocket expenses; and

- (7) of reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4(14) of this Memorandum.
6. The liability of the members is limited.
 7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she 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.
 8. If the Charity 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 Charity, but shall be given or transferred to some other charity or charities 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 Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

Original Signatories

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signature:

Name: DR JOHN HAUGHNEY

Dated: 20 August 2001

Witness to the signatures: ELAINE FAWBERT

Name: Elaine Fawbert,

Signature:

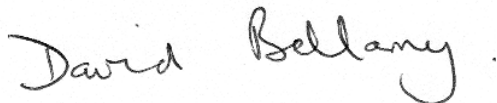
Name: DR DAVID BELLAMY

Dated: 5 September 2001

Witness to the signatures: MARK GRAINGER

Name: Mark Grainger

Certified as a true copy of the revised Memorandum of Association of the General Practice Airways Group



Dr David Bellamy, Chairman of the Board of Trustees

08/07/05

Date

Certified as a true copy of the revised Memorandum of Association of the Primary Care Respiratory Society UK



Mr Neil Kettle, Chairman of the Board of Trustees

25/09/09
