



IATEFL MEMORANDUM

2-3 The Foundry, Seager Road,
Faversham, Kent, ME13 7FD,
UK

December 2013

**THE COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY GUARANTEE**

Memorandum of Association of the

**INTERNATIONAL ASSOCIATION OF TEACHERS OF ENGLISH AS A FOREIGN
LANGUAGE**

1. The name of the company is the "INTERNATIONAL ASSOCIATION OF TEACHERS OF ENGLISH AS A FOREIGN LANGUAGE" (and in this document it is called the Charity).

2. The registered office of the Charity will be situated in England.

3. The Charity's objects (the Objects) are the advancement of education for the benefit of the public in the English language as a foreign or second language.

4.(1) In furtherance of the Objects but not further or otherwise the Charity shall have power:

(a) to provide a professional organisation for teachers of English as a foreign or second language;

(b) to promote and develop the teaching of English as a foreign or second language and to foster research into the best methods of developing and applying such skills;

(c) to encourage, increase, disseminate and promote knowledge, education and training and the exchange of information and ideas in respect of all questions relating to English as a foreign or second language;

(d) to organise and sponsor conferences, lectures, discussions, study groups and forums and to produce for distribution and sale newsletters, books, pamphlets, journals, CDs, DVDs and other publications in whatever form dealing with the teaching of English as a foreign or second language and generally to promote, organise and undertake any activities to further the Objects provided that the Charity shall not engage in any substantial permanent trading for profit;

(e) to promote the views of the Charity to the wider community, business sector and academia;

(f) to seek to establish harmonious relationships and, where appropriate, to affiliate with organisations which are in agreement with the aims of the Charity;

(g) to promote the formation of local groups whose members are engaged in the teaching of or are otherwise interested in the development of English as a foreign or second language;

(h) to cooperate with other charities, voluntary bodies and statutory bodies and to exchange information and advice with them;

(i) to establish or support or aid in the establishment or support of any charitable trust, association or institution and to subscribe or guarantee money for charitable purposes calculated to further the Charity's objects;

(j) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

(k) to create and administer and to assist in the creation and administration of scholarships, exhibitions and other awards;

(l) to raise funds, provided that the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

(m) to retain, use, or employ skilled professional or technical advisors or workers and such clerical and working assistants as may be found necessary and to pay for these purposes such fees or remuneration as may be thought expedient;

(n) subject to such conditions as may be required by law, to borrow and raise money and to secure or discharge any debt or obligation of or binding on the Charity in such manner as may be thought fit;

(o) to purchase, take on lease or in exchange, hire or otherwise acquire property of any kind and to equip and maintain it for use;

(p) subject to such conditions as may be required by law, to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity;

(q) to set aside funds for special purposes or as reserves against future expenditure;

(r) to invest monies of the Charity not immediately required for its purposes in or upon investments, securities, or property as may be thought fit;

(s) to delegate the management of investments to a financial expert provided that:

(i) the financial expert is a person, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000;

(ii) the investment policy is set down in writing for the financial expert by the Directors;

(iii) every transaction is reported promptly to the Directors;

(iv) the performance of the investments is reviewed regularly with the Directors;

(v) the Directors are entitled to cancel the delegation arrangement at any time;

(vi) the investment policy and the delegation arrangement are reviewed at least once a year;

(vii) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the directors on receipt;

(viii) the financial expert may not do anything outside the powers of the Directors;

(t) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any liability mentioned in sub-clause (2), but subject to the restrictions specified in sub-clause (3);

and to do all such other lawful things as shall further the Objects.

(2) The liabilities referred to in sub-clause (1)(t) are:

(a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity; and

(b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

(3) (a) The following liabilities are excluded from sub-clause (2)(a):

(i) fines;

(ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

(iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

(b) There is excluded from sub-clause (2)(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5.(1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) A Director:

(a) is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity;

(b) subject to the restrictions in sub-clause (4), may benefit from trustee indemnity insurance cover purchased at the Charity's expense;

(c) may receive an indemnity from the Charity in the circumstances specified in Article 85.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Charity in the capacity of a beneficiary of the Charity;

(b) reasonable and proper remuneration for any goods or services supplied to the Charity.

(4) No Director may:

(a) sell goods, services or any interest in land to the Charity;

(b) be employed by or receive any remuneration from the Charity;

(c) receive any other financial benefit from the Charity;

unless the payment or transaction is:

- (i) permitted in accordance with, and subject to the conditions in, section 73A or 73F of the Charities Act 1993; or
- (ii) previously and expressly authorised in writing by the Charity Commission.

(5) In sub-clauses (2)-(4) of this clause 5:

(a) "Charity" shall include any company in which the Charity:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares; or
- (iii) has the right to appoint one or more directors to the board of the company;

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner.

(6) If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this Memorandum or the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;

(c) the unconflicted Directors consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

6. The liability of the members is limited.

7. Every member undertakes, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be requested of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

(a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

(b) directly for the Objects or for charitable purposes which are within or similar to the Objects; or

(c) in such other manner consistent with charitable status as the Charity Commission approve in advance in writing.