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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**  
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Memorandum of Association

of

**THE SECURITY INSTITUTE**

- 1 The name of the Company (hereinafter called "the Institute" is "THE SECURITY INSITUTE"
- 2 The registered office of the Institute will be situated in England
- 3 The objects for which the Institute is established are
  - (i) To set in place, primarily for the public good and the benefit of industry, commerce and the public sector, a body which will provide an independent and informed appraisal and verification system whereby the qualifications and experience of those involved in the practice of security, loss, prevention and associated areas of activity at a management level can be assessed and categorised in a relatively simple and effective way
  - (ii) To provide those practising the art and profession of security and loss prevention with an objective means for assessing their professional competence and measuring their experience
  - (iii) To assist those charged with the recruitment, development and welfare of staff with a system which will evaluate the relevance, respective standing and status of a range of security-related qualifications awarded by appropriate organisations.
  - (iv) To organise, set and appraise professional examinations

And the Institute shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:



- a) 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
- b) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Institute
- c) To undertake and execute any charitable trusts which may lawfully be undertaken by the Institute
- d) To borrow or raise money on such terms and on such security as may be thought fit
- e) To invest the monies of the Institute 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
- f) To establish and support or aid in the establishment and support of any charitable institutes or associations and to subscribe or guarantee money for charitable purposes.
- g) To do all such things as are incidental to the attainment or furtherance of the said objects or any of them

Provided that

- (i) In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
- (ii) The Institute's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Institute 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 Board of Management or Governing Body of the Institute 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 Board of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Institute were not incorporated.

- 4 The income and property of the Institute shall be applied solely towards the promotion of its objects 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 members of the Institute and no member of its Board of Management or Governing Body shall be appointed to any office of the Institute paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Institute

Provided that nothing herein shall prevent any payment in good faith by the Institute

- a) of reasonable and proper remuneration to any member, officer or servant of the Institute (not being a member of its Board of Management or Governing Body) for any services rendered to the Institute,
- b) of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Institute or of its Board of Management or Governing Body,
- c) to any member of its Board of Management or Governing Body of out-of-pocket expenses,
- d) to a company of which a member of the Institute or of its Board of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such company,
- e) of fees and any honoraria paid to the Staff

4.2 In the event the Institute wishes to source services or products from a Company where a Director of the Institute is also a Director or employee of the supplying Company the following will apply

- a) the said director will withdraw and take no part in the discussions or decision to award the said contract or purchase the agreed product
- b) the award of such a contract or the decision to purchase a product from the said Company will be conducted in the most open and transparent way to ensure value for money for the Institute
- c) the total value of any such award(s) or purchase(s) will be recorded in the Annual Accounts and Report shown as a "Related Transaction" identifying the Company receiving the benefit and the Director's connection as a Director of both organisations

5 No addition, alteration or amendment shall be made to or in the provisions 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 Department of Trade

6 The liability of the members is limited

7 Every member of the Institute undertakes to contribute to the assets of the Institute, 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 Institute 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

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

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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MICHAEL STEPHEN BLUESTONE  
37 Glebe Road  
Stanmore  
Middlesex  
HA7 4EJ

Signed  .....  
Chairman of Security Institute

DAVID NIGEL VARDON CHURTON  
4<sup>th</sup> Floor  
Cotton Centre  
Cottons Lans  
London  
SE1 2QG

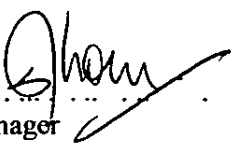
Signed  .....  
Director and Company Secretary

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Dated this 4<sup>th</sup> day of March 2010

WITNESS to the above signatures

DIANE THOMAS  
10 Chartwell Close  
Nuneaton  
Warks  
CV11 6SL

Signed  .....  
General Manager