

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE HEALTH FOOD MANUFACTURERS' ASSOCIATION

1. **Company Name**

The company's name is the Health Food Manufacturers' Association (and in this memorandum and in its articles of association it is called the Association).

2. **Registered Office**

The Association's registered office is to be situated in England.

3. **Objects**

The Association's objects (the Objects) are:

- 3.1 to be the authoritative and responsible voice for the UK natural health products industry;
- 3.2 to promote and protect the general interests of members and of the natural health products industry;
- 3.3 to influence legislators, regulators and key opinion formers to promote maximum freedom of choice and access to safe, high quality natural health products; and
- 3.4 to promote high standards for product manufacture and presentation to ensure consumer safety, responsible and informative communications and compliance with applicable legislation.

4. **Powers**

- 4.1 In addition to any other powers it may have, the Association has the following powers in order to further the Objects or any one of them (but not for any other purpose):
 - 4.1.1 to raise funds, accept or reject gifts and grants on terms that conform with the Objects including (but not limited to) the collection of membership fees as determined by the Association,. In doing so, the Association must not undertake any substantial permanent trading activity except such as will directly further the Objects and comply with any relevant statutory regulations;

- 4.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property or interest in any property and to maintain and equip it for use and safety;
 - 4.1.3 to sell, lease or otherwise dispose of all or any part of the property or any interest in any property belonging to the Association;
 - 4.1.4 to borrow money and to charge the whole or any part of the property belonging to the Association as security for repayment of the money borrowed;
 - 4.1.5 to co-operate with other associations, organisations, charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - 4.1.6 to establish or support any charitable trusts, associations or institutions formed for one, more or all of the Objects;
 - 4.1.7 to set aside income as a reserve against future expenditure;
 - 4.1.8 to employ and remunerate such staff and other officers (other than the nominated representatives of Council Members) as are necessary for carrying out the work of the Association and promoting its Objects. This includes the power to make all reasonable and necessary arrangements for the payment of pensions for staff and their dependants;
 - 4.1.9 to provide indemnity insurance for the Council Members or any officer of the Association for any liability as is mentioned in clause 4.2 of this memorandum;
 - 4.1.10 to pay out of the funds of the Association the costs of forming and registering the Association as a company;
 - 4.1.11 to establish any advisory committees necessary or expedient for the achievement of the Objects;
 - 4.1.12 to do all such other lawful things as are necessary or expedient for the achievement of the Objects.
- 4.2 The liabilities referred to in clause 4.1.9 of this memorandum are:
- 4.2.1 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 Association;
 - 4.2.2 the liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

5. Application of Income and Property

- 5.1 The income and property of the Association shall be applied solely towards the promotion of the Objects.
- 5.2 A Council Member is entitled to be reimbursed from the property of the Association or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Association.

- 5.3 Subject to the restrictions in clause 4.2 of this memorandum, a Council Member may benefit from trustee indemnity insurance cover purchased at the Association's expense.
- 5.4 Subject to clause 5.5 of this memorandum none of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Association.
- 5.5 Subject to clause 5.6, clause 5.4 of this memorandum does not prevent a member receiving:
- 5.5.1 a benefit from the Association in the capacity of a member of the Association; or
 - 5.5.2 reasonable and proper remuneration for any goods or services supplied to the Association.
- 5.6 No Council Member may:
- (i) buy goods or services from the Association;
 - (ii) sell goods, services or any interest in land to the Association;
 - (iii) be employed by or receive any remuneration from the Association;
 - (iv) receive any other financial benefit from the Association;
- unless there is a purchase, sale or receipt amounting to a benefit from the Association as a furtherance of its Objects on terms no different than for any other beneficiary of the Association and the relevant Council Member has played no part in the Association's decision making in respect of their purchase, sale or receipt.

6. Limited Liability

- 6.1 The liability of the members is limited.
- 6.2 Every member promises, if the Association is dissolved while they are a member or within twelve months after they cease to be a member, to contribute such sum (not exceeding £1) as may be demanded of them towards the payment of either the debts and liabilities of the Association incurred before they cease to be a member, or of the costs charges and expenses of winding up and the adjustment of the rights of the contributories among themselves

7. Assets on Dissolution

- 7.1 The members of the Association may at any time before, and in expectation of its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Association be applied or transferred to any charitable trust, association, organisation or voluntary body for purposes similar to the Objects.
- 7.2 Subject to any such resolution of the members of the Association, the Council Members of the Association may at any time before and in expectation of its dissolution resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Association be applied or transferred in accordance with 7.1:

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

Signatures, Names and Addresses of Subscribers:

Dated: 2006

Witness to the above Signatures:

Name:

Address:

Occupation: