

THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

**THE INSTITUTE OF PROFESSIONAL
INVESTIGATORS LIMITED**

**MEMORANDUM AND ARTICLES
OF
ASSOCIATION**

Incorporated 31st August 1978

No. 1386248

THE COMPANIES ACTS 1985

Company Limited by Guarantee and
not Having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

THE INSTITUTE OF PROFESSIONAL INVESTIGATORS LIMITED

1. The name of the Company (hereinafter called "the Institute") is "THE INSTITUTE OF PROFESSIONAL INVESTIGATORS LIMITED"
2. The registered office of the Institute will be situate in England.
3. The objects for which the Institute is established are: -
 - (A) (i) To provide an organisation to assist, regulate or control those engaged in investigation
 - (ii) To assist participants to improve their academic and business knowledge in investigation by provision of categories of participation based upon an examination structure;
 - (iii) To provide a system of regulation of the conduct of participants to ensure that they operate within such principles and code of ethics as the Institute may prescribe;
 - (iv) To encourage persons engaged in the investigative profession to achieve internationally recognised professional academic standards and distinctions and to improve their technical expertise by promoting, organising and managing courses, including correspondence courses, seminars, lectures and by any other educational means, and to establish and operate an examination structure for the purpose of enabling participants to carry out Object (ii);
 - (v) To promote the recognition of professional investigation as a profession by Government, Law and public;
 - (vi) To apply to the Government, Public Bodies, Urban, Local, Municipal, County and other bodies, Corporations, Companies, Persons or Associations of Persons, and to accept grants, donations, gifts, subscriptions, levies and

other assistance for the objects of the Institute, and to discuss and negotiate with the Minister of Education and other Government departments, and with any other Public and other bodies, Corporations, Companies, Persons and Associations of Persons, schemes of research and other work and matters within the objects of the Institute and to conform to any proper condition upon which such grants and other payments may be made;

- (vii) To prepare, print and publish reports, periodicals, books, advertisements and leaflets
 - (viii) To hold and take part in exhibitions, lectures, conferences, meetings, to exhibit at shows, conventions and similar meetings
 - (ix) To provide, under the auspices of the Institute full training facilities for students
 - (x) To retain, consult or employ skilled professionals and technical advisors, to pay fees or remunerations therefore, to employ staff and to provide or arrange for the provision of pensions and allowances for employees or ex-employees or their dependants.
- (B) To purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property or apparatus, equipment and other items and any rights or privileges and to construct, maintain and alter any buildings, erections or works necessary or convenient for the work of the Institute.
- (C) To sell, improve, manage, develop, let, mortgage, dispose of or turn to account, exchange, let out or hire or otherwise deal with all or any of the property or assets of the Institute as may be expedient.
- (D) To undertake and execute any charitable trusts.
- (E) To employ officers, servants and employees of all sorts and (subject to the proviso hereinafter contained) to remunerate them and pay or make provisions for pensions, gratuities and like benefits for any persons who are or have been officers, servants or employees or their dependants.
- (F) To borrow or raise money for the purposes of the Institute on such terms and on such security as may be thought fit.
- (G) To invest the moneys 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.
- (H) To accept conditions, gifts, loans, subscriptions and other assistance in furtherance of

the objects of the Institute and to conform to any proper conditions upon which the same may be made.

- (I) To invest, deal with or lend (with or without security) the funds of the Institute in such manner as the Institute shall think fit necessary or convenient in carrying out any of the foregoing objects; to draw, make, accept, endorse, issue and negotiate Bills of Exchange and negotiable and transferable instruments; to borrow or raise money (with or without security) and to guarantee the payment of money (with or without security) and generally to give guarantees (with or without security) and in all cases and in such manner and upon such terms as the Institute thinks fit and to give any such security by way of mortgage, or by the issue of Debentures, or in any such manner as the Institute thinks fit, and for the purpose aforesaid or for any other lawful purpose to charge all or any of the Institute's property or assets, both present and future.
- (J) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them and as do not derogate from the charitable nature of these objects.
 - (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 shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition (1) which if any object of the Institute would make it a Trade Union (2) which is of a religiously sectarian nature (3) which is of a partly political nature.
 - (iii) In case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Education and Science, the Institute shall not sell, mortgage, charge or lease the same without such authority, approval or consent or consort as may be required by Law, and as regards any such property the Executive Council, 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 Executive Council or Governing Body would 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, the Charity Commissioners or the Secretary of State for Education and Science over such executive Council 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, whencesoever derived, shall be applied solely towards the promotion and furtherance of the objects of the Institute 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 the members of the Institute. Provided that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration and contributions to pensions to superannuation schemes or the payment of pensions to any officer or servant of the Institute or to any member of the Institute, in return for any services actually rendered to the Institute, nor prevent the payment of interest on money lent at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Institute, but so that no member of the Board of Governors or other Governing Body of the Institute shall be appointed to any salaried office of the Institute or any office of the Institute paid by fees, other than the Secretary and Treasurer who shall be entitled to salary as determined by the Governing Body together with expenses properly incurred in the execution of their duties, and that no remuneration or other benefit in money or money's worth shall be given by the Institute to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for the premises demised or let to the Institute; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of such Council or Governing Body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
5. The liability of the members is limited.
6. 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 contributors among themselves, such amount as may be required not exceeding the sum of £1.00.
7. If upon winding up or dissolution of the Institute there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Institute, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Institute under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Institute at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable effect.
8. True accounts shall be kept of the sums of money received and expended by the Institute, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Institute and of the property, credits and liabilities of the Institute;

and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Institute for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Institute shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose name and addresses are subscribed, are desirous of being formed into a Company in pursuance of the Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JOHN GRAHAM GRANT
54, CRAIGLEA DRIVE
EDINBURGH EH10 5PF
Professional
Investigator

JAMES DONALD COLE
40 BANKHEAD LANE
HOGHTON
PRESTON PR5 0AB
Professional
Investigator

IAIN LAURIE CHALMERS
"SCHEILLON"
7 WESTER COATES ROAD
EDINBURGH EH12 5LU
Professional
Investigator

MALCOLM WATSON THOMSON
21 HERIOT ROW
EDINBURGH EH3 6EN
Professional
Investigator

RONALD LOW
71 ANNAN ROAD
DUMFRIES
SCOTLAND
Professional
Investigator

CLIVE FREDERICK NAYLOR
"CALGARY", MAIN ROAD
BURSTWICK, NR HULL
Professional
Investigator

BARRIE CHARLES PEACHMAN
WILLOW TREE FARM
LONG STRATTON
NORFOLK NR15 2TH
Professional
Investigator

Dated the 4th day of July 1978

Witness to the above signatures: -

ROEBUCKS

Solicitors
12 RICHMOND TERRACE
BLACKBURN

MEMORANDUM 25-11-02