

Cued Speech Association UK



Complete spoken language
through vision

Memorandum of Association

revised 17 October 2001

The Companies Acts 1948 to 1976

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM of ASSOCIATION

of

CUED SPEECH ASSOCIATION UK

formerly THE NATIONAL CENTRE FOR CUED SPEECH

- 1 The name of the Company (hereinafter called "the Association") is "CUED SPEECH ASSOCIATION UK".
- 2 The registered office of the Association will be situate in England.
- 3 The objects for which the Association is established are to promote, maintain and advance education and in particular (but without prejudice to the generality of the foregoing) by the development, standardisation, propagation, dissemination, teaching and use of Cued Speech as designed and conceived by Dr Orin Cornett to enable deaf and hearing impaired people to learn not only lip-reading in any language but also the particular language itself by the use of positions of and shapes made by the hands held close to the lips of the speaker, which hand positions and shapes, in conjunction with the lip positions of the speaker, identify for the viewer the different speech sounds of the said language contained in the syllables and words so spoken, and to enable persons whose hearing is not impaired to learn the appropriate hand signals so that they may better communicate with deaf and hearing impaired people and help them to recognise and interpret the words they and other speakers may utter, and to advance and promote the use of the said Cued Speech in the United Kingdom and throughout the world for use with and among deaf and hearing impaired people of all ages.

In furtherance of the foregoing objects but not further or otherwise the Association shall have the following powers:

- A To establish and maintain contact and connection with and to co-operate closely and work in association with all persons, firms, companies, organisations and authorities in the United Kingdom and throughout the world interested in or concerned with the advancement of Cued Speech in particular and also with other methods of education of and communication with deaf or hearing impaired persons.

- B To organise and hold conferences and meetings of persons concerned with or interested in the promotion or use of Cued Speech and generally to act in a consultative capacity to any such persons.
- C To provide instruction in the use of Cued Speech methods by means of postal, day-time, residential and regional courses.
- D To provide lecturers, literature, visual aids and teaching materials of all kinds for the purposes of teaching and disseminating Cued Speech methods.
- E To advise schools and other educational institutions, clinics, local education authorities, voluntary organisations, individuals, governments and governmental institutions in the United Kingdom and throughout the world on the use of Cued Speech.
- F To publicise and safeguard the Cued Speech method and, where necessary, to carry out, encourage and support research directed towards the improvement, development and use of Cued Speech and to evaluate the use of the Cued Speech method.
- G To award Certificates of Proficiency in Cued Speech either independently or in conjunction with any recognised institution for the teaching of deaf or hearing impaired persons.
- H To issue news-sheets, journals, reports or other publications describing or dealing with or furthering the work of the Association and the Cued Speech method.
- I To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, former employees, their widows and other dependants.
- J To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which may be necessary for the promotion of the Association's objects, and to construct, maintain, alter, pull down and convert any buildings or erections necessary or convenient for the work of the Association.
- K To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be necessary to advance its objects.
- L To accept any legacies and donations, subscriptions and covenants, and to undertake and execute any charitable trusts which may be lawfully undertaken by the Association to advance its objects.
- M To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- N To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, and to provide funds to any company incorporated with limited liability in the United Kingdom by or on behalf of the Association which is required by its Memorandum

and Articles to pay to the Association the whole of its profits available for distribution as dividends to be applied towards the promotion and carrying out of the objects of the Association as prescribed in Clause 3 hereof 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.

- O To establish and support or aid in the establishment or support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- P To transfer the functions and work of the Association or any part thereof or to permit the same to be absorbed with or without pecuniary consideration to or by any authority, board or organisation to be approved by the Department for Education and Skills upon such terms as to the continuation of the work of the Association as shall seem fit to the Association.
- Q To do all such other things as will further the attainment of the above objects or any of them.

Provided that:

- i In case the Association shall take or hold any property which may be subject to any trust or trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trust or trusts.
 - ii The Association'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 Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Association 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 Management Committee or other governing body for the time being of the Association and the members of the Association 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 Management Committee or governing body or members have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee or governing body or members, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.
- 4 The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England or 3 per cent whichever is the greater or reasonable and proper rent for premises demised by any member to the Association, subject nevertheless to the following conditions:

- (a) no member shall be entitled to vote on a resolution concerning the appointment of him as a member of the Management Committee nor any resolution concerning the payment to him of remuneration for services rendered by him to the Association or the payment of interest to him on money lent by him to the Association or the payment of rent for premises demised or let by him to the Association.
 - (b) no member of the Management Committee or governing body for the time being of the Association shall be appointed to or hold any salaried office of the Association or any office of the Association paid by fees.
 - (c) no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Management Committee or governing body for the time being, except repayment of out-of-pocket expenses and interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let to the Association.
 - (d) the provisions contained in sub-clause (c) above shall not apply to any payment to any company of which a member of the Management Committee or governing body for the time being may be a member and in which such member shall hold not 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 Association undertakes to contribute to the assets of the Association, 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 Association 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.
 - 7 If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof, such charitable

institution or institutions to be determined by the members of the Association 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 object.

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.

Names, addresses and descriptions of Subscribers

Sir James Pitman KBE 58 Chelsea Park Gardens London SW3	James Pitman
Winifred Tumim MA River House 24 Upper Mall London W6	W Tumim Chairman National Deaf Children's Society Education Committee
Edna Smith OBE BSc MA JP Flat 3 111 Warwick Way London SW1V 4HT	Edna Smith Retired, Former Principal Adult Education College
George Brian Hamilton 62 Spurgate Hutton Mount Brentwood Essex	G Hamilton Banker
June Patricia Dixon CTD 16 Nassau Road Barnes London SW13 9QE	J P Dixon Principal The National Centre for Cued Speech
Nina Aiken 165 Jewell Road Surbiton Surrey	Nina Aiken Retired Headmistress
Brian Fraser MEd DipAud Faculty of Education Ring Road North University of Birmingham PO Box 363 Birmingham B15 2TT	Brian Fraser University Lecturer
Pauline Griffiths MA LCST DipAud The National College of Speech Sciences 84a Heath Street London NW3	Pauline Griffiths Lecturer in Speech Therapy
Gareth Jones AIB 6 Howecroft Gardens Stoke Bishop Bristol BS9 1HN	G Jones Banker

Michael Lockett CTD Elmfield School for the Deaf Greystoke Avenue Westbury-on-Trym Bristol BS9 3HX	M Lockett Headmaster
Kenneth Stanley Pegg MPhil CTD The City Lit Centre for the Deaf Keeley House Keeley Street London WC2	K S Pegg Teacher of the Deaf
Baroness Vickers of Devonport DBE The Manor House East Chisenbury Pewsey Wiltshire	Joan Vickers
William John Watts DPhil Reginald M Phillips Research Unit University of Sussex Falmer Brighton BN1 9RG	W J Watts Research Director
Alan Wood TPTC TTCTD 133 Beaufort Street London SW3	Alan R Wood Teacher of the Deaf

Dated this 14th day of December 1979

Witness to the above signatures:

Margaret Lim
12 Bedford Row
London WC1R 4DN

Solicitor

Witness to the signature of Mr Brian Fraser:

Colin J Smith
Farne
Hyde Lane
Kinver
Stourbridge

Lecturer in Education, University of
Birmingham
Justice of the Peace

7 December 1979

Revised 17 October 2001