



**Companies House**  
for the record

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

6176687

**Company Name in full**

Road Safety Support Limited

I, Trevor Alan Hall

of 6 Thundersley Grove, Benfleet, Essex SS7 3EB

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~† Solicitor engaged in the formation of the company~~ person named as director or ~~secretary~~ of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

T. Hall

Declared at

100, HIGH STREET, BILLERICA, ESSEX

Day Month Year

On

16 03 2007

† Please print name.

before me †

STEPHEN L. BARNETT

**Signed**

Stephen L. Barnett

Date

16-3-07

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Finger Green & Company	
Solicitors	
100 High Street	
Billericay Essex	
DX number	DX exchange 2412 957

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or  
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



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## MEMORANDUM OF ASSOCIATION

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1. The name of the Company (hereinafter called "the Company") is National Road Safety Support Limited.
2. The registered office of the Company will be situated in England.
3. The objective for which the company is established is to provide leadership and excellence in road safety in England and Wales. In pursuit of this the objectives are: -
  - To assist with Home Office Type approval process for safety camera equipment;
  - **To assist Safety Camera Partnerships and Suppliers in defending legal challenges and test cases;**
  - To provide technical to Operational Policing and Suppliers with resolving technical difficulties with existing approved equipment;
  - To provide national training in the correct use of existing equipment resulting in NVQ qualification;
  - To identify and disseminate good practice within Safety Camera Partnerships in England & Wales;
  - To provide national IT development and support to Safety Camera Partnerships;
  - To provide and support national liaison and meeting structures for bringing together Safety Camera Partnerships to maintain standards;
  - To provide secretarial support to ACPO RPETC and the Chair of the ACPO Safety Camera Administration Group;
  - To promote the use and linking of intelligence obtained through safety camera enforcement through the network of Safety Camera Partnership Enquiry Teams;
  - To promote links to the wider Intelligence pool to ensure wider community safety issues;
  - To provide and develop links between Safety Camera Partnerships and ANPR teams through links with the Tactical ANPR working group;
  - To provide wider road safety support to LTP Road Safety Partnerships, Highways Authorities and Police Forces encouraging wider partnership working;
  - Develop, manage and maintain a new National Road Policing website and linking to the national Safety Camera website hosted by Essex County Council.;

WEDNESDAY



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- Such other objectives as may be agreed consistent with the Company's overall objective of promoting road safety.
4. The Company shall have the following powers exercisable in furtherance of to the said objectives or incidental or conducive to it 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 or mortgage, dispose of or turn to account for all or any of the property or assets of the Company;
  - (c) to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
  - (d) to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
  - (e) to take and accept any gift of money, property or other assets whether subject to any special trust or not;
  - (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
  - (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
  - (h) to invest moneys of the Company 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;
  - (i) to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any associations or institutions;
  - (j) to undertake and execute charitable trusts;

- (k) to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
  - (l) to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their Members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by this Memorandum of Association;
  - (m) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (n) to do all such other lawful things as shall further the attainment of the object of the Company.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out 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 Company.  
Provided that nothing herein shall prevent any payment in good faith by the Company: -
- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company and of reasonable out-of-pocket expenses necessarily incurred in carrying out the duties as a Member, officer or servant of the Company which are not otherwise chargeable to another organisation;
  - (b) of interest on money lent by a Member or Director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;
  - (c) of reasonable and proper rent for premises demised or let by any Member of the Company or any Director.

6. The liability of the Trustees is limited.

7. Each Trustee of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Trustee, or within one year after he ceases to be a Trustee, for payment of the debts and liabilities of the Company contracted before he ceased being a Trustee 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 £100.
8. If upon the winding up or dissolution of the Company 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 Trustees of the Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, or whose objects are the promotion of charity and anything incidental or conclusive thereto 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 Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the Trustees of the Company at or before the time of dissolution.
9. 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.

1. Meredydd Hughes  
Police HQs 15 The Warehouse  
Snig Lane Victoria Quay  
Sheffield  
South Yorkshire S3 8LY S3554



Dated the 13<sup>th</sup> day of Feb 2007

Witness to the above signature

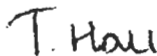


13/02/2007

3 Bowden Wood Road  
Sheffield

South Yorkshire S9 4ET

2. Trevor Hall  
147 High Street  
Billericay 6 Thursday Grove, Benfleet  
Essex CM12 9AB SS7 3EB.



Dated the 9<sup>th</sup> day of Feb 2007

Witness to the above signature



STEPHEN DAVID LANDON

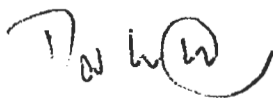
09/02/2007 POLICE CONSTABLE

2 Bellhouse Crescent

Lough-on-Sea

Essex SS9 4PT.

3. Thomas William Howes  
11 Hawfield Gardens  
Park Street  
St. Albans  
Herts AL2 2PB



Dated the 9<sup>th</sup> day of Feb 1997

Witness to the above signature



STEPHEN DAVID LANDON

POLICE CONSTABLE.

09/02/2007

2 Bellhouse Crescent

Lough-on-Sea

Essex SS9 4PT.



## **ARTICLES OF ASSOCIATION**

### **Interpretation**

In these Articles: -

"SUPPORT OFFICE" means the Directors and such other members of staff as may be employed by the Company or seconded to work under the day to day direction and control of those officials;

"THE ACT" means the Companies Act 1985 (as amended in 1989) including any statutory modification or re-enactment thereof for the time being in force;

"THE ARTICLES" means the Articles of the Company;

"CLEAR DAYS" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"THE COMPANY" means Road Safety Support Limited;

"DIRECTORS" means the Directors of the Company as described in Articles 25 and 26;

"ELECTRONIC COMMUNICATIONS" include e-mail, the NRSS Intranet, fax and telephone, but not voicemail or answerphone; and "ELECTRONICALLY" means by electronic communication;

"E-MAIL ADDRESS" means the e-mail address of a member which is recorded in their entry on the NRSS Intranet;

"EXPENSES" means reasonable out-of-pocket expenses which are not payable from public funds or otherwise chargeable to another organisation. The sum expended shall, at the discretion of the Directors, acting in conjunction with the Chairman if appropriate, be reimbursed from the Company's income;

"FULL VOTING MEMBERS" means all persons providing the company guarantee;

"MEMBERS" and "MEMBERS OF THE COMPANY" means Full Voting Members;

"NON-VOTING ASSOCIATE MEMBERS" means those individuals who elect to accept the offer from the Directors of membership with no voting rights;

"OFFICE" means the registered office of the Company;

"THE SEAL" means the common seal of the Company;

"THE UNITED KINGDOM" means Great Britain and Northern Ireland.

Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

Unless the contrary intention appears, words importing the masculine gender include the feminine and words importing the feminine gender include the masculine.

#### **Trustees**

1. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted as Trustees in accordance with the Articles shall be the Trustees of the Company.
2. The Directors shall be permitted to resolve for the admission of persons as Non-Voting Associate Members. Such members shall not be Trustees of the Company.
3. Any Trustee may at any time withdraw from the Company by giving at least 6 Months' notice to the Company Secretary. Trustee status shall not be transferable and shall cease on ceasing to hold the office they held when elected as a Trustee, or death, whichever is sooner.
4. The Directors may also at their discretion terminate the status of any Trustee, but the requirements of natural justice shall be respected and a Trustee shall be entitled to make representations in his/her own defence to be considered by the Directors.

#### **General Meetings of the Company**

5. The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting in each year shall be held at such time and place as the Directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
6. The Directors may call general meetings and, on the requisition of full voting members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any full voting member of the Company may call a general meeting.
7. Minutes of the proceedings of all general meetings shall be prepared by the Company Secretary, approved by the Chairman and circulated to all members.



- c) he/she is, or may be, suffering from mental disorder and either: -
  - i. he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or
  - ii. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs;  
or
- d) he resigns his/her office by notice to the Company; or
- e) he/she shall for more than three consecutive meetings of the Directors have been absent without permission of the Directors and the Directors resolve that his/her office be vacated.

#### **Remuneration of Directors**

- 30. The provisions of the Memorandum of Association as to the remuneration of Directors shall apply.

#### **Directors' Expenses**

- 31. The Directors may be paid all expenses properly incurred by them in connection with their attendance at meetings of the Directors or general meetings or otherwise in connection with the discharge of their duties.

#### **Directors' Appointments and Interests**

- 32. Subject to the provisions of the Act and of the Memorandum of Association, the Directors may appoint one or more of their number to any executive office under the Company and may enter into an agreement or arrangement with any Director for his/her employment by the Company or for the provision by him/her of any services outside the scope of the ordinary duties of a Director. Any appointment of Director to an executive office shall terminate if he/she ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.
- 33. Subject to the provisions of the Act and the Memorandum of Association and provided that he/she has disclosed to the Directors the nature and extent of any material interest of his/hers, a Director notwithstanding his/her office:
  - a) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

his/her interest or duty arises only because the case falls within one or more of the following paragraphs:

- a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him/her for the benefit of, the Company;
- b) the resolution relates to the giving, to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- c) For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

43. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.

44. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of the Directors.

45. If a question arises at a meeting of the Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his/her ruling in relation to any Director other than himself/herself shall be final and conclusive.

46. If a question arises at a meeting of the Directors as to the right of the Chairman to vote, the question may, before the conclusion of the meeting, be voted upon by the Directors, not including the Chairman, by a show of hands.

#### **ACPO Policy**

47. As an affiliate of ACPO, the Company shall promote ACPO policy at all times.

#### **The Seal**

48. The Seal shall only be used by the authority of the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the Company Secretary, or by two Directors.

#### **Accounts**

49. The Finance Director shall: -

- a) receive all monies due to the Company and maintain the appropriate accounts;

1. Meredydd Hughes  
~~Police HQS 15 The Warehouse~~  
~~Snig Lane~~ Victoria Quay  
Sheffield  
South Yorkshire ~~S3 8LY~~ S3 5SY

*Meredydd Hughes*

Dated the 13<sup>th</sup> day of Feb 2007

Witness to the above signature

*Alan Taylor*  
13/02/2007

3 Bowden Wood Road  
Sheffield  
South Yorkshire S9 4ET

2. Trevor Hall  
~~147 High Street~~  
~~Billericay~~ T Hall  
Essex ~~CM12 9AB~~ 6 Thunderbox Grove, Rayleigh  
SS7 3EB

Dated the 9<sup>th</sup> day of Feb 2007

Witness to the above signature

*[Signature]*  
STEPHEN DAVID LANE DON  
POLICE CONSTABLE.  
09/02/07 2 Bellhouse Crescent  
Lough-on-Sea  
Essex SS9 4PT.

3. Thomas William Howes  
11 Hawfield Gardens  
Park Street  
St. Albans  
Herts AL2 2PB

*Thomas William Howes*

Dated the 9<sup>th</sup> day of Feb 1997

Witness to the above signature

*[Signature]*  
STEPHEN DAVID LANE DON  
POLICE CONSTABLE  
09/02/07 2 Bellhouse Crescent  
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