

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF**

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**BRITISH ASSOCIATION OF SPINE  
SURGEONS**

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**Date of Incorporation: 25 July 2012**

**Company Number: 8156883**

**Charity Registration Number: 1150365**

**\*Amended by (1) a certificate of incorporation on change of name dated 14 September 2012 pursuant to the special resolution passed on 4 September 2012; and (2) a special resolution passed on 17 December 2012.**



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**COMPANIES ACT 2006**  
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**BRITISH ASSOCIATION OF SPINE SURGEONS**

**DEFINITIONS AND INTERPRETATION**

**1 Definitions and interpretation**

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>Articles</b>	means these Articles of Association;
<b>Associate Member</b>	means all classes of associate members as shall be established in accordance with Article 14. For the avoidance of doubt an associate member is not a company law member for the purposes of the Act;
<b>Charities Act</b>	means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;
<b>Charity</b>	means British Association of Spine Surgeons <sup>1</sup> ;
<b>clear days</b>	in relation to a period of notice means a 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

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<sup>1</sup> Amended by certificate of incorporation on change of name dated 14 September 2012 pursuant to the special resolution passed on 4 September 2012.

	effect;
<b>Charity Commission</b>	means the Charity Commission for England and Wales;
<b>Company Secretary</b>	means any person appointed to perform the duties of the company secretary of the Charity;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);
<b>Member</b>	means a person who is a subscriber to the Memorandum or who is a Trustee admitted to membership in accordance with the Articles. For the avoidance of doubt a Member is a company law member for the purposes of the Act;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Model Articles</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
<b>Objects</b>	the objects of the Charity as set out in Article 4;
<b>Ordinary Resolution</b>	means a resolution (of the Members or, if applicable, a class of the Members) that is passed: <ul style="list-style-type: none"> <li>(i) if a written resolution, by members representing a simple majority of the total voting rights of eligible members;</li> <li>(ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote;</li> <li>(iii) on a poll at a meeting, by members representing a simple majority of the total voting rights of members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;</li> </ul>
<b>President</b>	means the person appointed to the office of president in accordance with the bye-laws;
<b>proxy notice</b>	has the meaning given in Article 17;
<b>Seal</b>	means the common seal of the Charity;
<b>Secretary</b>	means the person appointed to the office of secretary in accordance with the bye-laws;

<b>Special Resolution</b>	means a resolution (of the Members or, if applicable, a class of the Members) passed: <ul style="list-style-type: none"> <li>(i) if a written resolution, by members representing not less than 75% of the total voting rights of eligible members;</li> <li>(ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote;</li> <li>(iii) on a poll at a meeting, by members representing not less than 75% of the total voting rights of the members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;</li> </ul>
<b>Treasurer</b>	means the person appointed to the office of treasurer in accordance with the bye-laws;
<b>Trustee</b>	means a trustee of the Charity and includes any person occupying the position of company director, by whatever name called. The Trustees are charity trustees as defined in the Charities Act and directors for the purposes of the Act;
<b>United Kingdom</b>	means the United Kingdom of Great Britain and Northern Ireland; and
<b>writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.
- 1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to the Charity.

## CHARITY DETAILS

### 2 Name

The name of the Charity is British Association of Spine Surgeons<sup>2</sup>.

### **3 Registered office**

The registered office of the Charity is to be situated in England and Wales.

## **OBJECTS AND POWERS**

### **4 Objects<sup>3</sup>**

The Charity's objects are restricted specifically to the following:

- 4.1 to promote, encourage and advance the study of spinal disorders with particular attention to the surgical treatment of spinal disease and disorders;
- 4.2 to advance the education, for the public benefit, of professionals dealing with the surgical and non-surgical treatment of spinal disorders;
- 4.3 to advance the education of the public in general (and particularly amongst spinal surgeons) on the subject of spinal disease and to promote research for the public benefit in all aspects of that subject and to publish the useful results.

### **5 Powers**

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have the Charity shall have power:

- 5.1 to provide scholarships, exhibitions and bursaries;
- 5.2 to exchange knowledge and ideas in the field of research, prevention and treatment of spine diseases and related problems and to coordinate efforts and liaise with relevant government, educational, professional and public bodies relevant to all spinal disorders;
- 5.3 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.4 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
- 5.5 to purchase or form trading companies alone or jointly with others;
- 5.6 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal

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<sup>2</sup> Amended by certificate of incorporation on change of name dated 14 September 2012 pursuant to the special resolution passed on 4 September 2012.

<sup>3</sup> Amended by written special resolution passed on 17 December 2012.

estate;

- 5.7 to maintain, alter or equip for use any real or personal estate;
- 5.8 to erect, maintain, improve, or alter any buildings in which the Charity for the time being has an interest;
- 5.9 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;
- 5.10 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 5.11 to make grants or loans of money and to give guarantees and become or give security for the performance of contracts;
- 5.12 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.13 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 5.14 to acquire or merge with any other charity;
- 5.15 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.16 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.17 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.18 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 5.19) and having regard to the suitability of investments and the need for diversification;
- 5.19 to delegate the management of investments to a financial expert but only on terms that:
  - 5.19.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 5.19.2 make provision for appropriate and regular reporting obligations to the Trustees or to a committee authorised by the Trustees to receive such reports in respect of all transactions;
  - 5.19.3 the performance of the investments is reviewed regularly with the Trustees;
  - 5.19.4 the Trustees shall be entitled to cancel the delegation arrangement at any time;
  - 5.19.5 the investment policy and the delegation arrangement are reviewed at least once a year;

5.19.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

5.19.7 the financial expert must not do anything outside the powers of the Trustees;

and **financial expert** means a person who is reasonably believed by the Trustees to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;

5.20 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Trustees or of a financial expert (as defined in Article 5.19) acting under their instructions and to pay any reasonable fee required;

5.21 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out other insurance policies to protect the Charity, its employees, volunteers or members as required;

5.22 to provide indemnity insurance to cover the liability of the Trustees or any other officer of the Charity:

5.22.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Charity but not extending to:

(a) any liability resulting from conduct which the Trustees knew, or must reasonably be assumed to have known, was not in the interests of the Charity, or where the Trustees did not care whether such conduct was in the best interests of the Charity or not;

(b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

(c) any liability to pay a fine or regulatory penalty.

5.22.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 to the fullest extent permitted by law;

5.23 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity provided that the Charity may only employ a Trustee to the extent permitted in Article 6 and subject to compliance with the conditions set out there;

5.24 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Charity or their dependants;

5.25 to enter into contracts to provide services to or on behalf of other bodies;

5.26 to establish subsidiary companies to assist or act as agents for the Charity;



- 5.27 to publish or distribute information;
- 5.28 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.29 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 5.30 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.31 to invite and appoint an appropriate person or persons to be patron of the Charity;
- 5.32 to act as trustee of any trust;
- 5.33 to make any charitable donation either in cash or assets;
- 5.34 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;
- 5.35 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity as a company and as a charity;
- 5.36 to do all such other lawful things as are calculated to further the Objects, or any of them, or are incidental or conducive to doing so.

#### **APPLICATION, PAYMENT OR DISTRIBUTION OF THE CHARITY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS**

### **6 Application of income and property**

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Charity. This does not prevent a Member who is not also a Trustee of the Charity receiving:
  - 6.2.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - 6.2.2 reasonable and proper remuneration for any goods or services rendered to the Charity;
  - 6.2.3 interest on money lent to the Charity at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Trustees or 3%,

whichever is the greater;

6.2.4 reasonable and proper rent for premises demised or let to the Charity;

6.2.5 any premium in respect of insurance to cover any of the liabilities specified in Article 5.

A Member who is also a Trustee may only receive a benefit, directly or indirectly, in accordance with Article 6.3 below.

6.3 A Trustee:

6.3.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

6.3.2 may receive an indemnity from the Charity in accordance with Article 36;

6.3.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Charity in accordance with Article 5;

subject thereto no Trustee may receive any payment or other material benefit, directly or indirectly, from the Charity unless:

6.3.4 the payment is expressly permitted in Article 6.4 below and the conditions set out in Article 6.5 are followed; or

6.3.5 the Trustees obtain the prior written approval of the Charity Commission.

6.4 A Trustee may directly or indirectly:

6.4.1 receive a benefit in the capacity of a beneficiary of the Charity;

6.4.2 enter into a contract for the supply of services (including goods supplied in connection with the provision of such services) to the Charity other than for acting as a Trustee;

6.4.3 receive interest on money lent to the Charity at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Trustees or 3%, whichever is the greater;

6.4.4 receive reasonable and proper rent for premises demised or let to the Charity;

6.4.5 receive a benefit in accordance with Article 8,

and without prejudice to Articles 6.4.1 to 6.4.5 above a company of which a Trustee is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued share capital of that company.

6.5 The authority in Article 6.4 above is subject to the following conditions being satisfied:

- 6.5.1 the remuneration or other sums paid to or for the benefit of the Trustee do not exceed an amount which is reasonable in all the circumstances;
- 6.5.2 prior to any payment being made to the Trustee or for his benefit (other than in his capacity as a beneficiary) an appropriate written contract is concluded between the Trustee (or relevant person) and the Charity containing the full details of his duties and obligations to the Charity the amount of remuneration payable to him and all other relevant terms and conditions and copies of all such contracts are retained by the Charity for inspection by any authorised person;
- 6.5.3 the other Trustees are satisfied that it is in the interests of the Charity to contract with that Trustee (or relevant person) rather than with someone who is not a Trustee (or relevant person). In reaching that decision the Trustees shall balance the advantage of contracting with the Trustee (or relevant person) against the disadvantages of doing so (including the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interests);
- 6.5.4 a majority of the Trustees then in office are not in receipt of such payments;
- 6.5.5 the provisions of Article 7 below are observed in relation to any discussions of the Trustees concerning that Trustee's interest, his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.4 applies in respect of a Trustee indirectly, a **relevant person** is a person (other than the Trustee) who proposes to enter into a contract with, lend money to or demise or let premises to the Charity under Articles 6.4.2, 6.4.3, 6.4.4 or 6.4.5 as the case may be.

## **7 Conflicts of interests**

- 7.1 Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Charity (whether proposed or already entered into), the Trustee concerned shall:
  - 7.1.1 declare an interest at or before any discussion on the item;
  - 7.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;
  - 7.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
  - 7.1.4 withdraw during the vote and have no vote on the item.
- 7.2 Where a Trustee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Trustees, the Trustee concerned shall:
  - 7.2.1 as soon as possible declare an interest to all the other Trustees;

7.2.2 not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Trustee who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

7.3 Articles 7.1.2 to 7.1.4 and 7.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.

7.4 If a conflict of interests arises for a Trustee, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.

7.5 A conflict of interests may only be authorised under Article 7.4 if:

7.5.1 the unconflicted Trustees consider it is in the interests of the Charity to do so in the circumstances applying;

7.5.2 the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and

7.5.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.

Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted Trustees, as they consider appropriate in the interests of the Charity, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee and may impose conditions on the authorisation.

## **8 Charging article**

Subject to the provisions of Article 6, any firm, company or organisation which possesses specialist skills or knowledge required by the Charity for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Trustees of the Charity is a Trustee or other senior officer, partner, member or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Trustee.

## **9 Limited liability of Members**

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity 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:

9.1 payment of the debts and liabilities of the Charity contracted before he ceases to be a Member,

9.2 payment of the costs, charges and expenses of winding up, and

9.3 adjustment of the rights of the contributories among themselves.

## **10 Surplus assets**

10.1 If on the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Charity (the **Charity's surplus assets**), the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred in accordance with this Article.

10.2 Subject to approval of the Associate Members having been given in accordance with the by-laws, the Members of the Charity may at any time before, and in expectation of, its dissolution resolve that the Charity's surplus assets shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

10.2.1 directly for one of more of the Objects; or

10.2.2 to any one or more charitable purposes which are similar to the Objects.

10.3 Subject to any such resolution of the Members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that the Charity's surplus assets shall on or before dissolution of the Charity be applied or transferred in any of the following ways:

10.3.1 directly for one of more of the Objects; or

10.3.2 to any one or more charitable purposes which are similar to the Objects.

10.4 In the event of no resolution being passed by the Members or the Trustees in accordance with this Article on the winding-up or dissolution of the Charity, the Charity's surplus assets shall be applied for charitable purposes as directed by the Court or the Charity Commission.

10.5 If the Charity is a trustee of any trusts at the time it is wound up or dissolved, the Charity shall procure the appointment of a new trustee or trustees of those trusts in the place of the Charity.

## **MEMBERSHIP**

### **11 Members**

11.1 Any Trustee shall, by agreeing to become a Trustee, agree to become a Member of the Charity and accordingly shall be admitted to membership of the Charity on his appointment as Trustee. Such a Member shall be a company law member for the purposes of the Act.

11.2 Membership is not transferable.

11.3 The Charity shall maintain a register of Members.

## **12 Classes of membership**

The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions in the bye-laws.

## **13 Termination of membership**

Membership is terminated if:

- 13.1 the Member dies;
- 13.2 the Member retires by written notice to the Charity provided that after such retirement the number of Members is not less than three;
- 13.3 any sum due from the Member to the Charity has been wholly or partly outstanding for at least six months and the Charity serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;
- 13.4 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. Such a resolution may only be passed if:
  - 13.4.1 the Member has been given at least 14 clear days notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons for its proposal; and
  - 13.4.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Charity, has been permitted to make representations to the meeting.
- 13.5 in the case of a Trustee of the Charity, the Member ceases to be a Trustee.

## **14 Classes of Associate Membership**

- 14.1 There shall be Associate Members of the Charity who are hereafter in this Article 14 referred to as 'Associates'. The Associates shall not be Members of the Charity for the purposes of the Act or these Articles and accordingly particulars in relation to them shall not be entered in the register of Members.
- 14.2 The Charity shall establish the following classes of Associates:
  - 14.2.1 Ordinary Members;
  - 14.2.2 Trainee Members;
  - 14.2.3 Associate Members;
  - 14.2.4 Honorary Members;

- 14.2.5 Retired Members; and
  - 14.2.6 such other categories of Associates as may be established by the Charity and detailed in the bye-laws to be introduced further to Article 37.
- 14.3 All qualifications, procedures for election, rights, privileges, obligations, duties and amounts of any subscriptions due in relation to all classes of Associates shall be set out in bye-laws to be introduced further to Article 37.

## **MEETINGS OF MEMBERS**

### **15 General meetings**

- 15.1 The Trustees may call general meetings.
- 15.2 On the requisition of Members pursuant to the Act the Trustees shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting in accordance with the provisions of the Act.

### **16 Notice of general meetings**

- 16.1 General meetings shall be called by at least 14 clear days' notice.
- 16.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 16.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.
- 16.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:
  - 16.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notices to them;
  - 16.4.2 the auditor for the time being of the Charity;
  - 16.4.3 each Trustee.

No other person shall be entitled to receive notice of general meetings.

16.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

16.6 A Member present at any meeting of the Charity either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## **17 Proxies**

17.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.

17.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

17.2.1 states the name and address of the Member appointing the proxy;

17.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

17.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

17.2.4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

17.3 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

17.4 Unless a proxy notice indicates otherwise, it must be treated as:

17.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

17.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

17.5 Proxy notices may:

17.5.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours (including any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

17.5.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:

17.5.2.1 in the notice convening the meeting, or



17.5.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or

17.5.2.3 in any invitation in electronic form to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than 48 hours before (including any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

17.5.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (including any part of a day that is not a working day) the time appointed for the taking of the poll; or

17.5.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Company Secretary or to any Trustee;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

17.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

17.7 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

17.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **18 Organisation at general meetings**

18.1 No business shall be transacted at any general meeting unless a quorum is present.

18.2 Three persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

18.3 There shall be a chairman of every general meeting:

18.3.1 The chairman, if any, of the Trustees shall chair every general meeting of the Charity.

18.3.2 In his absence the vice-chairman, if any, of the Trustees shall act as chairman.

18.3.3 If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting.

- 18.3.4 If there is only one Trustee present and willing to act, he shall chair the meeting.
- 18.3.5 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.
- 18.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:
  - 18.4.1 if convened on the requisition of Members, shall be dissolved;
  - 18.4.2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine.
- 18.5 In relation to adjournment of meetings:
  - 18.5.1 the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
  - 18.5.2 when a meeting is adjourned for fourteen days or more, the Charity shall give at least seven clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given, and containing the same information which such notice is required to contain;
  - 18.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **DECISIONS OF MEMBERS**

### **19 Voting at general meetings**

- 19.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 19.2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of proceedings of the Charity that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### **20 Votes of members**

- 20.1 No objection shall be raised to the qualification of any voter except at the meeting or

adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

20.2 Every Member shall have one vote.

## **21 Written resolutions**

21.1 Save for a resolution to remove a Trustee before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.

21.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

## **TRUSTEES**

### **22 Trustees**

22.1 Unless otherwise determined by Ordinary Resolution the maximum number of Trustees shall be fifteen.

22.2 The first Trustees shall be those persons notified to Companies House as the first directors of the Charity or appointed by the first directors within six months of incorporation.

22.3 Subject to Article 22.2, the Trustees shall consist of such Associate Members as are appointed in accordance with Article 23.1.

### **23 Appointment and Retirement of Trustees**

23.1 Subject to Article 22.2, the Trustees shall be appointed or re-appointed or shall retire in accordance with the bye-laws introduced further to Article 37.

23.2 Only Associate Members who have applied to become a Trustee in accordance with the bye-laws to be introduced further to Article 37 can be appointed as Trustee.

23.3 No appointment of a Trustee may be made which would cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

23.4 Subject to Articles 24 and 25 a Trustee shall hold office until his retirement in accordance with the bye-laws introduced further to Article 37.

### **24 Removal of Trustees**

The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.

## **25 Disqualification or vacation of office of Trustees**

The office of Trustee shall be vacated if:

- 25.1 the Trustee ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee;
- 25.2 the Trustee is disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act;
- 25.3 the Trustee becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 25.4 a registered medical practitioner who is treating the Trustee gives a written opinion to the Charity stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 25.5 by reason of the Trustee's mental health, a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which he would otherwise have;
- 25.6 the Trustee resigns his office by written notice to the Charity provided at least three Trustees remain in office after the resignation takes effect;
- 25.7 the Trustee is absent from three consecutive Trustees' meetings without leave and the Trustees resolve that the office be vacated;
- 25.8 the Trustee is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his interest as required by the Act or the Articles;
- 25.9 (should the Charity be considered to be a children's charity under section 36 of the Criminal Justice and Court Services Act 2000 or paragraph 4 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 or any statutory re-enactment or modification of those provisions) the Trustee is or becomes disqualified from working with children or is or becomes disqualified from acting as a trustee of a children's charity;
- 25.10 (should the Charity be considered a vulnerable adults' charity in accordance with paragraph 8 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 or any statutory re-enactment or modification of that provision) the Trustee is or becomes disqualified from working with vulnerable people or is or becomes disqualified from acting as a trustee of a vulnerable adults' charity;
- 25.11 the Trustee is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of the Charity and the Trustees resolve that his office be vacated;

- 25.12 the Trustee fails to agree to a reasonable request by the Trustees that the Trustee signs a declaration that they are a fit and proper person to act as such and the Trustees resolve that his office be vacated; or
- 25.13 the Trustee fails to agree to a reasonable request by the Trustees for a Criminal Records Bureau check (or equivalent) to be undertaken in respect of them.

## **26 Powers and duties of the Trustees**

- 26.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
- 26.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.
- 26.3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

## **27 Proceedings and decisions of the Trustees**

- 27.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 27.2 The Trustees shall meet at least two times a year.
- 27.3 A meeting of the Trustees:
- 27.3.1 may be called by any Trustee; and
  - 27.3.2 shall, at the request of a Trustee, be called by the Company Secretary (if any).
- 27.4 Notice of any meeting of the Trustees must indicate:
- 27.4.1 its proposed date, time and subject matter;
  - 27.4.2 where it is to take place; and
  - 27.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 27.5 In fixing the date and time of any meeting of the Trustees, the Trustee calling it shall try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.
- 27.6 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing.

- 27.7 Notice of a meeting of the Trustees need not be given to Trustees who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 27.8 Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.
- 27.9 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or any similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting.
- 27.10 In relation to the quorum for a meeting of the Trustees:
- 27.10.1 no decision other than a decision to call a meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process;
  - 27.10.2 the quorum for decision-making by the Trustees may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three and must include at least one of either the President, the Secretary or the Treasurer, and unless otherwise fixed it is three;
  - 27.10.3 if the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees;
  - 27.10.4 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 27.11 Questions arising at a meeting shall be decided by a majority of votes.
- 27.12 The President and the Secretary shall assume the roles of chairman and vice-chairman in relation to proceedings of the Trustees.
- 27.12.1 If at any meeting neither the President nor the Secretary is present within ten minutes after the time appointed for holding the same, or if there is no President or Secretary, the Trustees present shall choose one of their number to chair the meeting.
  - 27.12.2 In the case of an equality of votes, the chairman shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Trustee in any other circumstances shall have more than one vote.
- 27.13 All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that:

27.13.1 there was some defect in the appointment of any such Trustee or person acting as a Trustee, or

27.13.2 they or any of them were disqualified, or

27.13.3 they or any of them were not entitled to vote on the matter,

be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

27.14 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each signed by one or more Trustees.

27.15 Subject to the Articles, the Trustees may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Trustees.

## **28 Delegation by the Trustees**

28.1 The Trustees may delegate any of their powers to any committee consisting of two or more Trustees or Associate Members.

28.2 The Trustees shall determine the terms of any delegation to such a committee and may impose conditions, including that:

28.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate;

28.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

28.3 Subject to and in default of any other terms imposed by the Trustees:

28.3.1 the President and Secretary shall be ex-officio members of every committee appointed by the Trustees;

28.3.2 the members of a committee may, with the approval of the Trustees, appoint Associate Members, not being Trustees, as they think fit to be members of that committee;

28.3.3 a committee may meet and adjourn as it thinks proper;

28.3.4 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and

28.3.5 in the case of an equality of votes the chairman of the committee shall have a second or casting vote;

and subject thereto committees to which the Trustees delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

- 28.4 The terms of any delegation to a committee shall be recorded in the minute book.
- 28.5 The Trustees may revoke or alter a delegation.
- 28.6 All acts and proceedings of committees shall be reported to the Trustees fully and promptly.

## **29 Delegation of day to day management**

- 29.1 The Trustees may delegate day to day management and administration of the Charity to one or more managers.
- 29.2 In respect of each manager the Trustees shall:
  - 29.2.1 provide a description of the manager's role; and
  - 29.2.2 set the limits of the manager's authority.
- 29.3 The managers shall report regularly and promptly to the Trustees on the activities undertaken in accordance with their role.

## **COMPANY SECRETARY, MINUTES AND SEAL**

### **30 Company Secretary**

- 30.1 Subject to the provisions of the Act, any Company Secretary shall be appointed by the Trustees for such term at such remuneration and on such conditions as the Trustees may think fit. Any Company Secretary so appointed by the Trustees may be removed by them.
- 30.2 A Company Secretary who is also a Trustee may not be remunerated save as permitted in accordance with the Articles.

### **31 Minutes**

- 31.1 The Trustees shall ensure that the Charity keeps records, in writing, comprising:
  - 31.1.1 minutes of all proceedings at general meetings;
  - 31.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
  - 31.1.3 details of appointments of officers made by the Trustees; and
  - 31.1.4 minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting.



31.2 The Trustees shall ensure that the records comprising 31.1.1 and 31.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

## **32 The Seal**

32.1 The Trustees shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Trustees or of a committee authorised by the Trustees on its behalf. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests the signature.

32.2 For the purposes of this Article, an authorised person is:

32.2.1 any Trustee;

32.2.2 the Company Secretary (if any); or

32.2.3 any person authorised by the Trustees for the purpose of signing documents to which the Seal is applied.

## **ACCOUNTS AND AUDIT**

### **33 Accounts**

33.1 The Trustees shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:

33.1.1 annual reports;

33.1.2 annual returns; and

33.1.3 annual statements of account.

33.2 Accounting records relating to the Charity shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

33.3 The Trustees shall supply a copy of the Charity's latest available statement of account to any Trustee or Member on request, and within two months of the request to any other person who makes a written request and pays the Charity's reasonable costs of complying with the request.

### **34 Audit**

Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Act.

## COMMUNICATION

### 35 Means of communication

- 35.1 Subject to the Articles, the Charity may deliver a notice or other document to a Member:
- 35.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
  - 35.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
  - 35.1.3 by fax to a fax number notified by the Member in writing;
  - 35.1.4 in electronic form to an address notified by the Member in writing;
  - 35.1.5 by a website, the address of which shall be notified to the Member in writing; or
  - 35.1.6 by advertisement in at least two national newspapers.
- 35.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 35.3 If a notice or document:
- 35.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
  - 35.3.2 is sent by post or other delivery service in accordance with Article 35.1.2 above it is treated as being delivered:
    - 35.3.2.1 24 hours after it was posted, if first class post was used; or
    - 35.3.2.2 48 hours after it was posted or given to delivery agents, if first class post was not used;provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
    - 35.3.2.3 properly addressed; and
    - 35.3.2.4 put into the postal system or given to delivery agents with postage or delivery paid.

- 35.3.3 is sent by fax, providing that the Charity can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.
- 35.3.4 is sent in electronic form, providing that the Charity can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.
- 35.3.5 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 35.4 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

## **INDEMNITY**

### **36 Indemnity**

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person (whether an officer or not) engaged by the Charity as auditor) shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

## **BYE-LAWS**

### **37 Bye-laws**

- 37.1 The Trustees may from time to time make such bye-laws as it may deem necessary or convenient for the proper conduct and management of the Charity or for the purpose of prescribing classes and conditions of membership of either the Charity or any group established to support the Charity. In particular but without prejudice to the generality of the above, they may by such bye-laws regulate:
- 37.1.1 the rights and privileges of Members and the conditions of membership;
- 37.1.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;
- 37.1.3 the rights and privileges of Associate Members and the conditions of membership;

- 37.1.4 the conduct of Associate Members in relation to one another and to the Charity's employees and volunteers;
  - 37.1.5 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes; and
  - 37.1.6 the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles.
- 37.2 Subject to the approval of the Ordinary Members having being given in accordance with the bye-laws the Trustees in general meeting shall have power by Special Resolution to alter or repeal the bye-laws and to make additions to them in such manner as the bye-laws may prescribe.
- 37.3 The Trustees shall adopt such means as they deem sufficient to bring to the notice of Members and Associate Members of the Charity all such bye-laws which, so long as they shall be in force, shall be binding on all Members and Associate Members of the Charity provided nevertheless that no bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.