

THE COMPANIES ACTS 1985 to 1989

Company Limited by Guarantee

Memorandum

of

Association

- of -

The Society of British Neurological Surgeons

COOKE MATHESON
SOLICITORS

**8 GRAY'S INN SQUARE
GRAY'S INN
LONDON WC1R 5JQ**

Telephone: 020-7242-7265

THE SOCIETY OF BRITISH NEUROLOGICAL SURGEONS

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

The Society of British Neurological Surgeons

1. The company's name is **The Society of British Neurological Surgeons** (and in this Memorandum of Association it is called "the Charity").
2. The Charity's registered office is to be situated in England.
3. (a) The Charity's object (the Object) is the advancement of neurosurgery for the public benefit and the benefit of the community generally.

(b) In connection with the Object:-
 - (i) To advance and improve generally the education, knowledge and training among Surgeons and other Medical Practitioners and all Professions Allied to Health or concerned with the general health of the public generally having a qualification recognised by the National Health Service.
 - (ii) To advance expertise, knowledge and understanding of neurosurgery by promotion and study of neurosurgery for the relief from sickness of persons suffering from Neurological Disorders.
 - (iii) To carry out research and mentoring tuition and advice and assistance generally for the relief of sickness of persons suffering from the forms of sickness specified in sub-paragraph (ii) above.
 - (iv) To promote for the benefit of the community above by associating with voluntary and other organisations and individuals with particular skills to advance their education and disseminate knowledge amongst them.
- 4.(1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):
 - (a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- (c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
- (d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- (e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- (h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (j) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- (k) to:
 - (i) deposit or invest funds;
 - (ii) employ a professional fund-manager; and
 - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (l) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of this clause;
- (m) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- (n) to do all such other lawful things as are necessary for the achievement of the Objects.

(2) The liabilities referred to in sub-clause 4 (1)(l) are:

- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - (b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- (3) (a) The following liabilities are excluded from sub-clause (2)(a):
- (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
 - (iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
- (b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
5. (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- (b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- (3) 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 any member of the Charity. This does not prevent a member who is not also a Director receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.
- (4) No Director may:
- (a) buy any goods or services from the Charity;
 - (b) sell goods, services, or any interest in land to the Charity;

- (c) be employed by, or receive any remuneration from the Charity;
 - (d) receive any other financial benefit from the Charity;
- unless:
- (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause;
- or
- (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- (5) (a) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - (b) A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.
 - (c) A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
 - (d) A company of which a Director 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 Director holds no more than 1% of the issued capital of that company.
 - (e) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
 - (f) A Director may purchase such items as may be offered for sale by the Charity from time to time to all members which signify their affiliation to the Charity.
 - (6) (a) The Charity and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied:
 - (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - (ii) The Director is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or

- his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
- (iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
- (iv) The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against that disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
- (v) The reason for their decision is recorded by the Directors in the minute book.
- (vi) A majority of the Directors then in office have received no such payments.
- (b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(7) In sub-clauses (2)-(6) of this clause 5:

- (a) "Charity" shall include any company in which the Charity:
- holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or

- has the right to appoint one or more directors to the Board of the company
- (b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.
6. The liability of the members is limited.
7. Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.
8. (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity for use for particular purposes that fall within the Objects;
- (2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:
- (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

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

The persons whose signatures, names, and addresses are written at the end of the Memorandum will be the first members of the Company.

Signed :
Name :
Address :

Signed :
Name :
Address :

Signed :
Name :
Address :

Dated 2006

Witness to above signature:

Signed :
Name :
Address :

Occupation :

Dated:

The Companies Acts 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
-of-
SOCIETY OF BRITISH NEUROLOGICAL SURGEONS

1. **INTERPRETATION**

In these Articles :

“**The Act**” means the Companies Act 1985 as amended by the Companies Act 1989;

“**address**” means a postal address or for the purposes of electronic communication a fax number, an e-mail address or a text message number in each case registered with the Company;

“**The Articles**” means these Articles of Association;

“**The Commission**” means the Charity Commission for England and Wales;

“**The Council**” means the Council of Management of the Company;

“**The Memorandum**” means the memorandum of association of the Company;

“**Eire**” means the Republic of Ireland;

“**Secretary**” means any person appointed to perform the duties of the secretary of the Company;

“**The United Kingdom**” means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Article become binding on the Company.

2. **OBJECTS**

The Company is established for the objects expressed in the Memorandum of Association.

3. **MEMBERS**

The subscribers to the Memorandum of Association and such other persons as shall be submitted in writing to the Council who shall, if they approve submit them for confirmation of election at the next General Meeting, be members of the Company. Every person who wishes to become a member shall deliver to the Council an application for membership in such form as the Council require executed by him or her. The Council in their absolute discretion may determine the class of membership of the applicant. There are five categories of membership of the Company which are Honorary Members, Senior Members, Full Members, Associate Members and Affiliated Members. Only Honorary Members, Senior Members and Full Members of the Company shall be entitled to attend General Meetings of the Company and only Full Members shall be entitled to vote at such meetings. Full Members, Associate Members and Affiliated Members are required to pay an annual membership subscription fee to the Company.

The annual membership subscription fee shall be determined from time to time in General Meeting of the Company provided always that an increase of any subscription fee shall require the approval of not less than two-thirds of Full Members

present. The period of membership of the Associate Members of the Company shall be for eight years and they shall be eligible for re-election at the discretion of the Council.

4. Membership shall not be transferable and shall cease on death or forfeiture in accordance with Article 6.
5. Unless the members of the Council or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 59, the members of the Council may, in their absolute discretion, permit any members of the Company to retire forthwith upon serving notice of such retirement on the Company provided (regardless of any other provision in these Articles) that after such retirement the number of members is not less than three.
6. A member of the Company who is permanently suspended from the Medical Register (or similar responsible body) or whose employment is suspended or terminated for reasons which the Council in its absolute discretion shall determine is for good cause or whom the Council in its absolute discretion considers to have brought the Company into disrepute or who fails to pay their annual membership fee where applicable after at least two written warnings, will automatically forfeit their membership.
A member of the Company who is temporarily suspended from the Medical Register (or similar responsible body) may in the unfettered discretion of the Council whose decision shall be final be permitted to retain his or her membership.

7. **GENERAL MEETINGS**

The Company shall in each 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. Not more than 15 months will 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 shall be held at such time and place as the Council shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Company shall subject as above convene not less than one General Meeting (inclusive of the Annual General Meeting) in any year.

8. The Council may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by section 368 of the Act.

9. **NOTICE OF GENERAL MEETINGS**

An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least 42 days' notice in writing.

A meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special Resolution shall be called by at least 14 days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served under Article 68 and of the day for which it is given. The notice shall specify the place, the day and the hour of meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such, and shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Provided that a meeting of the Company shall,

notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed :-

9.1 in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend vote thereat; and

9.2 in the case of any other meeting, 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 95 per cent of the total voting rights at that meeting of all the members.

10. 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.

11. Thirty members entitled to attend and vote either in person or by proxy at an Annual General Meeting shall constitute a quorum.

12. **PROCEEDINGS AT GENERAL MEETING**

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and auditors, the election of members of the Council in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

13. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, thirty members having a right to vote in person at a General Meeting shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand 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 Council may determine.

14. The President, if any, of the Council shall preside as chairman at every General Meeting of the Company or if he is not present he may appoint the President Elect or either of the Vice-Presidents of the Council to be chairman in his place or, if there is no such President, or if he shall not be present and not have appointed the President Elect or either of the Vice-Presidents to be chairman of the meeting, within 15 minutes after the time appointed for the holding of the meeting or the President, President Elect and the Vice-Presidents are unwilling to act, the members of the Council present shall elect one of their number to be chairman of the General Meeting.

15. If at any meeting no member of the Council is willing to act as chairman, or if no member of the Council is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

16. 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. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the

show of hands) demanded :

17.1 by the chairman; or

17.2 by at least five members present in person or by proxy having a right to vote at the meeting; or

17.3 by any member or members present in person or by proxy and representing not less than 1/10th of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, 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.

The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

18. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
20. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs (not being more than 7 days after the poll is demanded) and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 3 days' notice shall be given specifying the time and place at which the poll is to be taken excluding the day on which the notice is served and the day for which it is given.
21. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
22. **VOTES OF MEMBERS**

Only Full Members shall have the right to vote at General Meetings of the Company and each Full Member shall have one vote at such meetings. 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.
23. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may not vote, whether on a show of hands or on a poll, by his committee, receiver, *curator bonis* or other person in the nature of a committee, receiver or *curator bonis* appointed by that court, and any such committee, receiver, *curator bonis* or other person may, on a poll, vote by proxy.
24. No Full Member shall be entitled to vote at any General Meeting (or if a Council Member at any meeting of the Council) unless all monies presently payable by him including subscription monies to the Company have been paid within a period of six

months after the first written notification of non-payment.

25. On a poll votes may be given either personally or by proxy.
26. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing. A proxy must be a Full Member.
27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company, or at such other place within the United Kingdom or Eire as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
28. An instrument appointing a proxy shall be in the following form, or a form as near thereto as circumstances admit :

“Society of British Neurological Surgeons

I/We [] of [] in the County of [] being a member/members of the above named Company, hereby appoint [] of [] or failing him [] of [] as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on [] 200[] and at any adjournment thereof.

Signed [] Dated [] 200[]”

29. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit :

“Society of British Neurological Surgeons

I/We [] of [] in the County of [] being a member/members of the above named Company, hereby appoint [] of [] or failing him [] of [] as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on [] 200[] and at any adjournment thereof.

Signed [] Dated [] 200 [].”

This form is to be used in respect of the resolutions mentioned below as follows :

Resolution No. 1 *for *against

Resolution No. 2 *for *against

Unless otherwise instructed the proxy will vote as he thinks fit.

***Strike out whichever is not desired. “**

30. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. It, together with any authority under which it is executed, shall be deposited at the registered office of the Company not less than 48 hours before the meeting.
31. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
32. **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**
Any corporation which is a member of the Company may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he or she represents as that corporation could exercise if it were an individual member of the Company.
33. **COUNCIL OF MANAGEMENT**
The maximum number of the members of the Council shall be determined by the Company in General Meeting but, unless and until so fixed, there shall be no maximum number and the minimum number of members of the Council shall be 21.
34. The members of the Council shall include 7 Officers (holding the positions of the President, the President Elect (during his year in office), the two Vice-Presidents, Honorary Treasurer (each of whom shall be appointed as directors in accordance with the Act) and two Honorary Secretaries (either or both of whom shall be appointed as company secretary in accordance with the Act), 10 members elected (“Elected Members”), each of whom are appointed by the Full Members of the Company and 5 ex-officio members (as appointed by the Relevant Bodies as may be approved by the Council from time to time).
35. The members of the Council may be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any committee of the Council or General Meetings of the Company or in connection with the business of the Company.
36. **BORROWING POWERS**
The Council may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the company or of any third party, subject to such consents as may be required by law.
37. **POWERS AND DUTIES OF THE COUNCIL**
The business of the Company shall be managed by the Council, who may pay all

- expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting. No regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.
39. The Council shall cause minutes to be made and may store them electronically for the purpose and for such minutes to be delivered electronically or by ordinary post if the Full Member shall request the Company in writing to do so :
- 39.1 of all appointments of officers made by the Full Members of the Company;
- 39.2 of the names of the members of the Council present at each meeting of the Council and the members of any committee or working party of the Company as selected by the chairman of the Council and/or Council from the members of the Council and/or the members of the Company;
- 39.3 of all resolutions and proceedings at all meetings of the Company and of the Council and of the committee of the Company.
40. A member of the Council who is an officer of the Company shall vacate such office if he or she :-
- 40.1 becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- 40.2 becomes prohibited from being a member of the Council by reason of any order made under any provision of the Company Directors Disqualification Act 1986; or
- 40.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her property and affairs; or
- 40.4 resigns his or her office by notice in writing to the Company; or
- 40.5 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in manner required by section 317 of the Act; or he or she shall for more than six consecutive months have been absent without the permission of the Council from meetings of the Council held during that period and the Council resolves that his or her office be vacated; or
- 40.6 the officer is a member who is to be removed from his or her position as a member of the Company in accordance with Article 6.
41. A member of the Council must vacate such office no later than one year after his or her resignation or retirement from employment or office with the National Health Service.
42. Subject to the provisions of the Act and provided that he or she has disclosed to the members of the Council the nature and extent of any material interest of his or hers, a member of the Council shall notwithstanding his or her office be entitled to vote in respect of any contract in which he or she is interested or any matter arising thereout, and be counted in the quorum of any meeting in relation to a resolution in respect of such a contract and if he or she does so vote, his or her vote shall be counted.

43. **APPOINTMENT OF MEMBERS OF THE COUNCIL**
None of the elected members of the Council shall serve for more than five years consecutively and two of the Elected Members of the Council shall retire from office in each successive year.
44. **ELECTION OF COUNCIL MEMBERS**
The Council shall appoint a date for the election to replace the two Elected Members retiring (and any others ceasing to be eligible as Members of the Council pursuant to Article 45 or for membership of the Council under Article 6) in each year. No person shall unless recommended by the Council by resolution of the majority be eligible for election unless not more than 3 nor less than 31 days before the date appointed for election a person who must be a Full Member of the Company and have been nominated by not less than 2 Full Members of the Company. The Members of the Council shall be elected by a majority vote of a ballot of the Full Members.
45. **ELECTION OF PRESIDENT**
The President must be a Full Member and shall be elected by a ballot of the Full Members upon a date appointed by the Council biannually but in any event at least one year and eight months before the expiry of the current President's two year term of office. In the event that the Council does not appoint a date for the ballot as aforesaid the Council must in any event appoint such a date not later than 2 months after the lodgment of nominations for President in accordance with this Article. No person shall be eligible for election to be the President unless he or she shall have been nominated (or endorsed for nomination) by not less than six Full Members by letter received at or delivered to the registered office of the Company not less than 3 nor more than 31 days before the date appointed by the Council for the election of the President. Upon his or her election the President shall forthwith become the President Elect and shall (if he or she is not a Full Member) thereupon be a Member of the Council for one year before succeeding to the Presidency. Upon expiration of his or her period of office he or she may remain a Member of the Council for a further year but shall not be eligible for re-election to the Council thereafter.
46. **ELECTION OF OFFICERS**
The Council shall at the same time as it appoints a date for the ballot to elect the President in accordance with the preceding Article invite the Full Members to nominate persons (who shall be a Full Member of the Company willing to accept office as :-
(a) the two Honorary Secretaries in each case for a term expiring two years after the date of commencement of their term in office;
(b) the Honorary Treasurer for a term expiring two years after the date of commencement of their term in office.
Such nominations in every case must be in writing signed or endorsed in each case by not less than two Full Members and delivered to or received at the registered office of the Company not less than 3 days nor more than 31 days before the date appointed by the Council pursuant to the preceding Article. Each of the Honorary Secretaries shall be elected by a majority vote of the Full Members and shall be the two nominees who shall have the greatest number of votes by Members who shall have the right to cast two votes provided that each such vote shall be in favour of a different nominee. The Honorary Treasurer elected by ballot shall be the person having the greatest number of votes cast by Full Members. No nominee being a Full Member of the Company shall be entitled to cast a vote for himself or herself.
47. The retiring members of the Council shall be eligible for re-election provided that the Secretary and the Treasurer shall not be permitted to hold office for a consecutive period longer than two terms each of two years. The Elected Members of the Council

shall not be eligible for re-election at the end of their five year term of office for at least a twelve month period. No person who has retired or resigned from the National Health Service shall be eligible for appointment or election to the Council.

48. The Company may by ordinary resolution, of which special notice has been given in accordance with section 379 of the Act, remove any member of the Council before the expiration of his or her period of office notwithstanding anything in these Articles or in any agreement between the Company and such member of the Council.

49. **PROCEEDINGS OF THE COUNCIL**

The Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Only the Elected Members in the Council and the officers of the Company, as determined in accordance with these Articles from time to time, shall be entitled to receive notice of a right to vote at the meetings of the Council. In the case of an equality of votes the chairman shall have a second or casting vote. A member of the Council may, and the secretary on the requisition of a member of the Council shall, at any time summon a meeting of the Council upon giving not less than 28 days prior written notice of such meeting. It shall not be necessary to give notice of a meeting of the Council to any member of the Council for the time being absent from the United Kingdom or Eire.

50. The quorum necessary for the transaction of business of the Council may be fixed by the Council, and unless so fixed shall be 8 Elected Members the Council for the time being.

51. The continuing members of the Council may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members of the Council, the continuing members or member of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a General Meeting of the Company, but for no other purpose.

52. The President or in his absence the President Elect (if in Office) or a Vice-President nominated by the President shall be chairman of the Council meetings during the period for which he holds office but if the President shall not attend and not appoint a Vice-President to act as chairman in his place or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members of the Council present may choose one of their number to be chairman of the meeting. A member of the Council may attend either in person or by proxy and the provisions of Articles 26 to 31 shall apply in relation to that proxy, save that a proxy must be a member of the Council.

53. The Council may delegate any of their powers to committees of which the President is to be an ex officio member and the Chairman must be an Elected Member of the Council. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Council and shall report all acts and proceedings to the Council as soon as is reasonably practicable.

54. If at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting provided that such chairman is a member of the Council.

55. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the chairman shall have a second or casting vote.

56. All acts done by any meeting of the Council or of a committee of the Council, or by any person acting as a member of the Council, shall notwithstanding that it be

afterwards discovered that there was some defect in the appointment of any such member of the Council or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.

57. A resolution in writing, signed by all the members of the Council for the time being entitled to receive notice of and having a right to vote at a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held and may consist of several documents in the like form each signed by one or more members of the Council entitled to receive notice of and having a right to vote at meetings of the Council.

58. **RULES**

(1) The Council may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.

(2) The bye laws may regulate the following matters but are not restricted to them :

(a) the admission of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and subject to Article 3, the entrance fees, subscriptions and other fees or payments to be made by members;

(b) the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;

(c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or by these Articles;

(e) generally, all such matters as are commonly the subject matter of company rules.

(3) Subject to Articles 3 to 6 the Company in general meeting has the power to alter, add to or repeal the rules or bye laws.

(4) The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.

(5) The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

59. **SECRETARY**

There shall be two Secretaries one of whom will be the Company Secretary elected for two years' term of office in accordance with Article 45. The Secretaries shall not be paid a salary or honorarium.

60. **ACCOUNTS**

The Council shall cause accounting records to be kept in accordance with section 221 of the Act.

61. The accounting records shall be kept at the registered office of the Company or, subject to section 222 of the Act, at such other place or places as the Council thinks fit, and shall always be open to the inspection of the officers of the Company.

62. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Council, and no member (not being a member of the Council)

- shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Council or by the Company in General Meeting.
63. The Council shall from time to time, in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.
64. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report, and Council's report, shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.
65. **ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**
- (1) The Directors must comply with the requirements of the Charities Act 1993 with regard to :
- (a) the transmission of the statements of account of the Charity;
- (b) the preparation of an annual report and its transmission to the Commission;
- (c) the preparation of an annual return and its transmission to the Commission.
- (2) The Directors must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.
66. **AUDIT**
Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.
67. **NOTICES**
A notice may be given by the Company to any member either personally or by sending it by post to him or her or to his or her registered address, or (if he or she has no registered address within the United Kingdom or Eire) to the address, if any, within the United Kingdom or Eire supplied by him or her to the Company for the giving of notice to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, at the expiration of 24 hours after the letter containing the same is posted, and in any other case, at the time at which the letter would be delivered in the ordinary course of post. A member present, either in person or by proxy, at any meetings of the Council shall be deemed to have received notice of the meeting and the purposes for which it was called.
68. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Council need not be in writing.
69. Notice of every General Meeting shall be given in any manner hereinbefore authorised to :-
- 69.1 every member except those members who (having no registered address within the United Kingdom or Eire) have not supplied to the Company an address within the United Kingdom or Eire for the giving of notices to them;
- 69.2 the auditor for the time being of the Company; and
- 69.3 each member of the Council. No other person shall be entitled to receive notices of General Meetings.
70. **INDEMNITY**

The Company shall indemnify every Director or other officer or auditor of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

71. **INSURANCE**

The Directors shall have power to authorise and make the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any individual Director) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company; provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any of them) knew was a breach of duty or breach of trust or which was committed by the Directors or any of them) in reckless regard of whether it was a breach of duty or breach of trust or not.

72. **DISSOLUTION**

Clauses 7 and 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

We, the subscribers to these Articles of Association wish to be formed into a company pursuant to these Articles.

Names and addresses of subscribers :

Subscriber 1

Subscriber 2

Dated :

Dated :

Witness to the above signatures :