

## MND Scotland Articles of Association Review

### Special Resolution items to be voted on at AGM on Monday 2<sup>nd</sup> December 2024

#### Special Resolution 1

That the charitable objective in Article 4.2 of Articles of Association are abbreviated, updated from:

4.2 The objects for which the Company is established (the "Objects") are:-

4.2.1 The relief of those in need by reason of ill health, disability, financial hardship or other disadvantage, caused by Motor Neurone Disease by:-

- 4.2.1.1 The provision of care, support and practical assistance;
- 4.2.1.2 The provision of items, services and facilities which are calculated to relieve those impacted by Motor Neurone Disease, after appropriate health and/or social care consultation;
- 4.2.1.3 The provision of services and facilities which are calculated to provide support to the families and carers of those impacted by Motor Neurone Disease
- 4.2.1.4 The development and execution of campaigns designed to deliver appropriate improvements in related services

4.2.2 The advancement of health by:-

- 4.2.2.1 The development of services and facilities which are calculated to relieve suffering of people impacted by Motor Neurone Disease;
- 4.2.2.2 The development of services and facilities which are calculated to provide support to the families and carers of people impacted by Motor Neurone Disease;
- 4.2.2.3 The promotion and funding of appropriate research into the care, cause, treatment and possible prevention of Motor Neurone Disease
- 4.2.2.4 The development and execution of campaigns designed to deliver appropriate improvements in healthcare

4.2.3 The advancement of education by:-

- 4.2.3.1 The dissemination of the results of research into the care, cause, treatment and possible prevention of Motor Neurone Disease;
- 4.2.3.2 The development of education services relating to Motor Neurone Disease;
- 4.2.3.3 The promotion and funding of education services relating to Motor Neurone Disease;
- 4.2.3.4 The promotion and funding of the development of research skills and capabilities relating to Motor Neurone Disease
- 4.2.3.5 The development and execution of campaigns designed to deliver improvements in awareness and understanding of Motor Neurone Disease

Restated as:

'The support of those affected by Motor Neuron Disease residing in Scotland via;-

**Founders: John and Peigi Macleod Royal Patron: HRH The Princess Royal**

- The provision of emotional, practical and financial assistance
- The investment in research into the cause, treatments and potential cure
- The furtherance of understanding and education in order to deliver improvements in legislation, healthcare and other areas deemed to be relevant.'

## **Special Resolution 2**

That the draft Articles of Association attached hereto be adopted immediately as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company as adopted on 25 November 2021.

## **Note of Main Proposed Changes to Articles of Association**

Once adopted, the revised attached draft Articles of Association will replace the existing articles of the Company in full. These incorporate changes to ensuring up to date legal compliance and reflecting our current operational practices.

The main updates are listed below:

- Update / abbreviation of Charitable Objectives as per Resolution 1
- The update of the spelling throughout of MND from Motor Neurone Disease to Motor Neuron Disease
- Consistency in Trustee Term in office for all Trustees to be maximum of two four year terms whilst retaining tenure for key roles such as Chair being two three year periods.
- Update to wording in relation to frequency of AGM, to remove reference to calendar year restating to 'Not more than fifteen months may elapse between successive annual general meetings.'
- Update minimum age to hold a Trustee Position from 16 to 18 to remediate the additional risk associated with working with children.

**Founders: John and Peigi Macleod Royal Patron: HRH The Princess Royal**

COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
of  
MND Scotland - Company No. SC217735

**DRAFT– TO BE Adopted by special resolution on 2<sup>nd</sup> December 2024**

**PRELIMINARY**

**1** The Company's name is MND SCOTLAND ("the Company").  
  
Registered Office

**2** The Company's Registered Office is situated in Scotland.

**INTERPRETATION AND LIMITATION OF LIABILITY**

**3** Definitions and Interpretation

**3.1** In these articles, the following definitions apply throughout (unless the context requires otherwise):

"2005 Act" means the Charities and Trustee Investment (Scotland) Act 2005;

"Annual Members" has the meaning given in article 5.5.2;

"articles" means the Company's articles of association;

"Board" means the Board of Trustees;

"Board of Trustees" means the Board of Trustees of the Company by which the business and affairs of the Company shall be managed;

"charity" means a body on the Office of the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.

"charitable object" shall mean a charitable purpose under section 7 of the 2005 Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts; "Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"Life Members" has the meaning given in article 5.5.3;

"member" has the meaning given in section 112 of the Companies Act 2006;

"Objects" has the meaning given in article 4.2;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"Patient Members" has the meaning given in article 5.5.1;

"proxy notice" has the meaning given in articles 14 and 15;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006; and

"Trustee" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

3.2 Words importing one shall include all genders and the singular includes the plural and vice versa.

3.3 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Acts as in force on the date when these articles become binding on the Company. Any words or expressions defined in the Companies Acts shall, if not inconsistent with the subject or content, bear the same meaning in the articles.

3.4 These articles supersede any model articles contained within the Companies Acts or any regulations pertaining thereto.

## 4 OBJECTS, POWERS & LIMITED LIABILITY

4.1 The Company is established for charitable objects only.

4.2 The objects for which the Company is established (the "Objects") are:-

The support of those affected by Motor Neuron Disease residing in Scotland via;-

The provision of emotional, practical and financial assistance

The investment in research into the cause, treatments and potential cure

The furtherance of understanding and education in order to deliver improvements in legislation, healthcare and other areas deemed to be relevant.

4.3 In furtherance of the Objects for which the Company is established, but not otherwise, the Company shall have the following powers:-

4.3.1 To promote and seek out opportunities to collaborate with individuals and organisations in the achievement of the above Objects

4.3.2 To obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, subscriptions, grants, loans and any other lawful method, and to take, accept and receive legacies, gifts and bequests of property of any description (and whether subject to any special trust or not), and to issue and make appeals and to take such other steps as may be required for the purpose of procuring contributions to the funds of the Company by way of donations, affiliation fees, subscriptions, grants, loans, legacies, gifts and bequests of any property (whether subject to any special trust or not) and any other lawful method.

4.3.3 To act as a source of information and advice to people affected by MND, central government, local authorities, universities and other organisations.

4.3.4 To promote, encourage and/or facilitate research into, and the study of matters connected in any way with, the Objects of the Company.

4.3.5 To purchase, feu, take on lease or in exchange, hire or otherwise acquire any heritable, leasehold or moveable property for the occupation or use of the Company (whether exclusively or jointly with any body or person); and to sell or otherwise dispose of or turn to account any such property; and to furnish, equip, fit out, maintain, alter, enlarge or improve any heritable or leasehold property owned, occupied or used by the Company.

4.3.6 To invest and deal with the funds and monies of the Company not immediately required in or upon such investments, securities or property as may be thought fit.

4.3.7 To borrow or raise money on such terms and on such security as may be thought fit; and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, floating charge, standard security or lien over the whole or any part of the property and undertaking (whether present or future) of the Company and by like mortgage, charge, floating charge, standard security or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

4.3.8 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.

4.3.9 To make any charitable donation either in cash or other property and to support, undertake or subscribe to any charitable object and to establish, promote, join or support any charitable body.

4.3.10 To undertake and execute charitable trusts, gratuitously or otherwise, the undertaking whereof may be incidental to the attainment of the Objects of the Company or any of them.

4.3.11 To employ and remunerate any person or persons and, subject to article 4.5 hereof, to give pensions, gratuities or charitable aid to any person who has served the Company or to the husband, wife, children or other dependants of any such person; to make payments towards insurance; and to form and contribute to pensions, provident and benefit funds for the benefit of any such person or of the husband, wife, children or other relatives or dependants of any such person.

4.3.12 To engage and employ consultants and advisers.

4.3.13 To arrange, maintain and keep up insurance against any risk, loss or liability to which the Company or any of its members, any of the members of the Board of Trustees of the Company or any other officers of the Company or any of the employees or voluntary workers of the Company may be subject.

4.3.14 To apply for or otherwise acquire any patent, trademark, copyright or other industrial property right.

4.3.15 To transfer or dispose of, with or without any consideration, any part of the property or assets of the Company not required for the Objects of the Company to any body formed for charitable purposes or a charitable

purpose provided that such body is not carrying on business for profit or gain and prohibits the distribution of its income or property among its members to an extent at least as great as is imposed under or by virtue of article 4.5 hereof.

4.3.16 To amalgamate with or affiliate to, or takeover or otherwise acquire or enter into any arrangement or collaboration with, any charitable body having objects similar to those of the Company and which prohibits the distribution of its income or property among its members to an extent at least as great as is imposed under or by virtue of article 4.5 hereof.

4.3.17 To enter into any arrangement with any authority or organisation (supreme, national, municipal local or otherwise) or any university, college, museum or any other body or person.

4.3.18 To do all other things incidental or conducive to the attainment of the Objects for which the Company is established.

4.4 Throughout this article 4 the word "body" includes any association, body corporate, company, corporation, firm, foundation, institution, organisation, partnership, society, trust or aggregate of persons (whether incorporated or unincorporated). Provided that:-

4.4.1 In case the Company shall take or hold any property which may be the subject of any trust, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trust;

4.4.2 The Objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers; and

4.4.3 Nothing in this article 4 shall authorise the Company to do anything which is not charitable according to the law of Scotland.

4.5 The Company may (subject to first obtaining the consent of the Office of the Scottish Charity Register) add to, remove or alter the statement of the Company's Objects in article 4.2; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

4.6 The income and property of the Company, whensoever derived, shall be applied solely towards the promotion of the Objects of the Company as set forth in this article 4, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:-

4.6.1 Of reasonable and proper remuneration to any member, officer or employee of the Company for any services rendered to the Company;

4.6.2 Of interest on money lent by any member of the Company at a rate per annum not exceeding two per centum more than the base rate from time to time and for the time being of the Bank of Scotland or three per centum, whichever is the greater;

4.6.3 Of reasonable and proper rent for premises let to the Company by any member of the Company;

4.6.4 Of out-of-pocket expenses to any member of the Board of Trustees of the Company reasonably incurred by them in connection with their attendance at meetings of the trustees or otherwise in connection with the carrying out of their duties;

4.6.5 Payment by way of any indemnity, where appropriate, in accordance with article 45.

4.7 The liability of the members is limited in accordance with the provisions of article 4.8.

4.8 Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she or it is a member of the Company, or within one year after he or she or it ceases to be a member of the Company, for payment of the debts and liabilities of the Company contracted before he or she or it ceases to be a member of the Company, and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

4.9 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all the Company's debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable body or bodies (within the meaning of article 4.4 hereof) having objects similar to the Objects of the Company, and which prohibits or shall prohibit the distribution of its or their income and property to its or their members to an extent at least as great as is imposed on the Company under or by virtue of article 4.5 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to the aforesaid provision, then to some other charitable object.

## 5 MEMBERS

5.1 Membership is open to individuals or organisations who:

5.1.1 apply to the Company in the form required by the Trustees; and

5.1.2 are approved by the Executive Leadership Team as delegated by Board of Trustees;

5.2

5.2.1 The Trustees shall only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.

5.2.2 The Trustees shall consider each application for membership at the first Trustees' meeting which is held after receipt of the application; the Trustees shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

5.3 Membership is not transferable.

5.4 The Trustees shall maintain a register of members, setting out the full name and address of each member, the date on which they were admitted to membership, and the date on which any person ceased to be a member.

5.5 There shall be Three classes of members of the Company, namely:-

- 5.5.1 Patient Members — any person with a motor Neuron disease diagnosis may apply to become a Patient Member of the Company. A Patient Member of the Company shall not be required to pay any annual subscription to the Company and shall be entitled to receive notice of, and to attend, speak and vote at, each General Meeting of the Company.
- 5.5.2 Annual Members — each Annual Member shall pay to the Company an annual subscription. The rate of annual subscription payable by an Annual Member of the Company shall be fixed at each Annual General Meeting of the Company. The relevant subscription year of the Company, the subscription payment date and the annual subscription payable by an Annual Member in respect of part only of a subscription year shall, unless and until fixed by the members of the Company in General Meeting, be fixed by the Board of Trustees. An Annual Member shall be entitled to receive notice of, and to attend, speak and vote at, each General Meeting of the Company.
- 5.5.3 Life Members - any Annual Member of the Company being an individual shall be entitled, while he or she is an Annual Member of the Company, to become a Life Member of the Company on paying to the Company a sum equal to five times the amount of the then current annual subscription payable to the Company by an Annual Member of the Company. A Life Member of the Company shall not be required to pay any further annual subscription to the Company and shall be entitled to receive notice, and to attend, speak and vote at, each General Meeting of the Company.

## 6 Termination of membership

### 6.1 Membership is terminated if:-

- 6.1.1 The member dies or, if it is an organisation, goes into receivership, liquidation, dissolves or otherwise ceases to exist;
- 6.1.2 the member resigns by written notice to the Company;
- 6.1.3 The member is removed from membership by a resolution of the Trustees that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:-
- 6.1.3.1 the member has been given at least twenty-one days' notice in writing of the meeting Of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
- 6.1.3.2 the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting;
- 6.1.4 being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement with his or her creditors;



6.1.5 any annual subscription for membership due from an Annual Member to the Company is not paid in full within 60 days of it falling due.

6.1 Any member ceasing to be a member for any reason shall not be entitled to any refund of subscriptions.

## 7 General meetings

7.1 Not more than fifteen months may elapse between successive annual general meetings.

7.2 The Trustees may call a general meeting at any time.

7.3 The Trustees must call a general meeting within 28 days of a valid requisition. To be valid such requisition must be signed by not less than 5% of the members, must clearly state the purposes of the meeting and must be delivered to the registered office of the Company. The requisition may take the form of several documents in like form each signed by one or more members.

## 8 Notice of general meetings

8.1 The minimum period of notice required to hold a general meeting of the Company is fourteen days.

8.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

8.3 The notice must specify the date, time and place of the meeting and the nature of the business to be transacted and the full text of any special resolutions proposed. The business of an annual general meeting shall include a report of the activities of the Company, the election of Trustees, receipt by the members of the accounts and the election of auditors (if auditors require to be appointed). If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 13.

8.4 The notice must be given to all the members and to the Trustees and auditors.

8.5 The proceedings at a meeting (or any resolution(s) passed at the meeting) shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

## 9 Proceedings at general meetings

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

9.2 A quorum is 20 members at the time present at the meeting or represented by proxy. The authorised representative of a member organisation shall be counted in the quorum.

9.3 If a quorum is not present within half an hour from the time appointed for the meeting; or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time, date and place as the chairperson shall determine.

9.4 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

## 10

10.1 General meetings shall be chaired by the chairperson who has been appointed to chair meetings of the Trustees.

10.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

10.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting.

10.4 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

## 11

11.1 The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned. The person who is chairing the meeting may also adjourn a general meeting at which a quorum is present if it appears to such chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

11.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

11.3 Subject to the provisions of article 9.4, no business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

11.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

## 12

12.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

12.1.1 by the person chairing the meeting; or

12.1.2 by at least two members present and having the right to vote at the meeting: or

- 12.1.3 by a member or members present representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 12.2 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 12.3 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 12.4 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 12.5 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 12.6 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 12.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 12.8 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 12.9 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 12.10 The poll must be taken within thirty days after it has been demanded.
- 12.11 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.12 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

### 13 Attendance and speaking at general meetings

- 13.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 13.2 A person is able to exercise the right to vote at a general meeting when:
- 13.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

13.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

13.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

13.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

13.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

Members may appoint proxies

14 Every member shall be entitled to appoint a proxy but a member may not appoint more than one proxy to attend on the same occasion. A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member to speak at the meeting. A proxy need not be a member of the Company.

Form of proxy (general)

15 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form, which is usual or which the Board may approve):

\*\*\*\*\* ( the Company")

I/We,

of being a member/members of the Company, hereby appoint

of or failing him, of as

my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on [date], and at any adjournment thereof.

Signed on [date]"

Form of proxy (specific)

16 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

\*\*\*\*\* ( the Company")

I/We, \_\_\_\_\_ of \_\_\_\_\_, being a member/members of the Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on [date], and at any adjournment thereof.

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

\* Delete as appropriate

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on \_\_\_\_\_ [date]"

Depositing a form of proxy

- 17 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board shall:
- 17.1 be deposited at the registered office of the Company 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 Company in relation to the meeting not less than 48 hours (excluding weekends and bank holidays) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 17.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours (excluding weekends and bank holidays) before the time appointed for the taking of the poll; or
- 17.3 where the poll is not taken forthwith but is taken within 48 hours after it is demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting.

Expiry of proxies

- 18 An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after twelve months from the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from that date.

Notice of cessation of proxy's authority to be given to Company

19 A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

20 Written resolutions

20.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

20.1.1 A copy of the proposed resolution has been sent to every eligible member;

20.1.2 A simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

20.1.3 It is contained in an authenticated document which has been received at the registered office of the Company within the period of 28 days beginning with the circulation date.

20.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

20.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

#### Votes of members

21 Every member, whether an individual or an organisation, shall have one vote.

22 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

22.1 Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company.

22.2 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.

22.3 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

## 23 Trustees

- 23.1 Only persons who are Patient Members, Annual Members or Life Members and are aged 18 years or older can be Trustees.
- 23.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 30.
- 24 The number of Trustees shall be not less than seven and shall not be more than fourteen.
- 25 Without prejudice to the provisions of article 37.1, a Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

## 26 Powers of Trustees

- 26.1 The Trustees shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.
- 26.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 26.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

## Retirement of Trustees

- 27 At each annual general meeting following adoption of these Articles those Trustees who have served as Trustees for a continuous period of four years or more since the date of their appointment or most recent reappointment shall retire from office but shall be eligible for reappointment to the Board except in the case where a Trustee has served a total of eight consecutive years in which case he or she will not be eligible for re-appointment for a period of one year.

## Appointment of Trustees

- 28 The Trustees, having followed the stated procedure for recruitment of Trustees, may at any time appoint any member (providing they are willing to act) to be a Trustee (subject to articles 23- 24 (inclusive)).

29 A Trustee retiring in terms of Article 27 may be re-appointed as a Trustee at any general meeting in accordance with the provisions of article 27, unless such an appointment causes the number of trustees to exceed 14.

#### Disqualification and removal of Trustees

30 A Trustee shall be disqualified from being a Trustee or shall cease to hold such office if he or she:

30.1 is prohibited from being a director of a limited company by law or by virtue of any provision in the Companies Acts, by reason of any order made under the Company Directors Disqualification Act 1986, or if he or she is prohibited from being a charity trustee by virtue of any provision of the 2005 Act;

30.2 ceases to be a member of the Company;

30.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

30.4 resigns as a Trustee by notice to the Company;

30.5 is absent without the permission of the Trustees from two consecutive meetings and the Trustees resolve that his or her office be vacated;

30.6 that Trustee is considered by the Trustees to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the 2005 Act, under section 66(5)(b) of the 2005 Act;

30.7 is required to resign from office by written notice signed by a majority of the remaining Trustees (excluding the Trustee in question);

30.8 is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Companies Act 2006; or

30.9 becomes an employee of the Company.

#### 31 Remuneration of Trustees

The Trustees must not be paid any remuneration by the Company other than expenses reasonably incurred by them in connection with their attendance at meetings of the Trustees or otherwise in connection with the carrying out of their duties (subject always to the Companies Acts and section 67 of the 2005 Act).

#### 32 Proceedings of Trustees

32.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the articles.



- 32.2 Any Trustee may call a meeting of the Trustees.
- 32.3 The secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- 32.4 Notice of any meeting of the Trustees:
- 32.4.1 must indicate its proposed date and time, where it is to take place and if it is anticipated that the 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;
  - 32.4.2 must be given to each Trustee, but need not be in writing;
  - 32.4.3 must be given to each Trustee not less than 7 days prior to the date on which the meeting is to be held (unless the Trustees unanimously agree in writing to dispense with such notice on a specific occasion);
  - 32.4.4 need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days 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.
- 32.5 Questions arising at a meeting shall be decided by a majority of votes.
- 32.6 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote (save that this does not apply if, in accordance with the articles, the person chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).
- 32.7 A meeting may be held by telephone conference call, video conference call or by any other suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### 33

33.1 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by telephone conference call, video conference call or by any other suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

33.2 The quorum shall be one-third of the total number of Trustees plus one (rounded up to the nearest whole number).

33.3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

34 If the number of Trustees is less than the minimum number specified in article 24, the continuing Trustees or Trustee may act only for the purpose of appointing further Trustees or of calling a general meeting to appoint further Trustees, to enable the Company to comply with article 24.

35

35.1 The Trustees shall appoint Trustees to the offices of chairperson and treasurer and to such other offices as they consider appropriate and may at any time revoke such appointments.

35.2 The Trustee appointed as the chairperson may hold office as chairperson for a period of three years (subject always to the provisions of Article 35.1) and may be appointed to hold office for a further term of three years except in the case where the chairperson has held office as chairperson for a total of six consecutive years in which case he or she will not be eligible for re-appointment for a period of one year.

35.3 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

35.4 The person appointed to chair meetings of the Trustees shall have exercised these functions or powers conferred by the articles or delegated to him or her by the Trustees.

36 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of 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 or (as the case may be) a committee of Trustees duly convened and held provided that:

36.1 A copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

36.2 A simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

36.3 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

37 Delegation

37.1 The Trustees may delegate any of their powers or functions to an individual Trustee or a committee of two or more Trustees, or to such other persons (if any) that the Trustees may determine, but the terms of any delegation must be recorded in writing. The Trustees may impose conditions when delegating. The Trustees may revoke or alter a delegation.

37.2 All acts and proceedings of any delegated individual or any committee must be fully and promptly reported to the Trustees.

## Declaration of Trustees' interests

- 38 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest) unless the Trustees agree that in the circumstances it is appropriate for the Trustee to remain but the Trustee will not be allowed to vote on the matter or to stay in the meeting while any vote on the matter is being held. If the Trustee is inadvertently allowed to stay in the meeting and vote on the matter, their vote will not be counted.
- 39 Conflicts of interests
- 39.1 If a conflict or potential conflict of interests arises for a Trustee 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, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 39.1.1 The conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 39.1.2 The conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- 39.1.3 The unconflicted Trustees consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.
- 39.2 Provided that (a) he/she has made such disclosure and (b) the Trustees have accepted the same, a Trustee notwithstanding his/her office:
- 39.2.1 May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 39.2.2 May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise interested;
- 39.2.3 Shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
- 39.2.4 Shall not be in breach of duty in respect of conflict of interest if he/she receives confidential information from a third party and does not disclose this to the Company or use it for the

Company's benefit or sanctions a conflict that might arise as a result of a Trustee's involvement with another body in the same group as the Company.

#### 40 Conduct of Trustees

40.1 Each of the Trustees shall, in exercising their functions as a director of the Company, act in the interests of the Company; and, in particular, must:

40.1.1 Seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its Objects;

40.1.2 Act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

40.1.3 In circumstances giving rise to the possibility of a conflict of interest of interest between the Company and any other party:

40.1.3.1 put the interests of the Company before that of the other party, in taking decisions as a Trustee; or

40.1.3.2 where any other duty prevents them from doing so, disclose the conflicting interest to the Company and refrain from participating in any discussions or decisions involving the other Trustees with regard to the matter in question.

40.1.3.3 ensure that the Company complies with any direction, requirement, notice or duty imposed on it by the 2005 Act.

40.2 Each of the Trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the Trustees from time to time.

40.3 For the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of Trustees contained in these articles of association; and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

#### Minutes & Register of Directors

41 The Trustees must keep minutes of all:

41.1 Appointments of officers made by the Trustees;

41.2 Proceedings at meetings of the Company;

41.3 Meetings of the Trustees and committees of Trustees including:

41.3.1 the names of the Trustees present at the meeting;

41.3.2 the decisions made at the meetings; and

41.3.3 where appropriate the reasons for the decisions.

42 The Trustees shall cause a register of directors and a register of directors' residential addresses to be maintained in accordance with sections 163 to 166 of the Companies Act 2006.

#### 43 Accounts

43.1 The Trustees must prepare for each financial year accounts as required by the Companies Acts, the 2005 Act and other relevant legislation. The accounts must be prepared to show a true and fair view and follow any relevant accounting standards and adhere to the recommendations of applicable Statements of Recommended Practice. The Trustees shall be entitled to apply any exemption from the requirement to have the accounts audited.

43.2 The Trustees must keep accounting records as required by the Companies Acts.

#### 44 Means of communication to be used

44.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

44.2 Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

44.3 Any notice to be given to or by any person pursuant to the articles:

44.3.1 must be in writing; or

44.3.2 must be given in electronic form.

44.4 The Company may give any notice to a member either:

44.4.1 personally; or

44.4.2 by sending it by post in a prepaid envelope addressed to the member at his or her address; or

44.4.3 by leaving it at the address of the member; or

44.4.4 by giving it in electronic form to the member's address.

- 44.5 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
- 44.6 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 44.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 44.8 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with Section 1147 of the Companies Act 2006.
- 44.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given by electronic form of communication, 48 hours after it was sent.

#### 45 Indemnity

- 45.1 The Company shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006 and the 2005 Act.
- 45.2 In this article a "Trustee" means any Trustee or former Trustee of the Company.

#### Rules

- 46 The Trustees may from time to time make such reasonable and proper policies, rules or as they may deem necessary or expedient for the proper conduct and management of the Company (including in relation to any committee to which the Trustees delegate their powers). No such policy or rule shall be inconsistent with, or such alter or repeal anything contained in the articles.