



**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
OF
THE INSTITUTE OF PHYSICS AND ENGINEERING
IN MEDICINE**

**Incorporated under the Companies Act 1985
on 11 July 1995
under No 03080332**

As adopted by a special resolution dated 20th September 2021



Riverside West
Whitehall Road
Leeds
LS1 4AW
(Ref: RZH/INS63/2)

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association

of

The Institute of Physics and Engineering in Medicine

As adopted by special resolution dated

21st September 2020

1. INTERPRETATION

In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

| WORDS | MEANINGS |
|-------------------------------|---|
| Address: | includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information in Electronic Form |
| the Act: | The Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force |
| the or these Articles: | The Articles of Association of the Company, as amended from time to time |
| Chair: | The chair of Trustees who shall be the President appointed in accordance with these Articles and the Rules |
| Charitable: | Something which is charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with the Charities and Trustee Investment (Scotland) Act 2005 and the Charities Act (Northern Ireland) 2008 |
| Charity Commission: | The Charity Commission for England and Wales |
| Clear Day: | In relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect |
| Connected Person: | Any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm or body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital |
| the Company: | The Company regulated by these Articles |
| Electronic Form: | Something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form |
| Eligible Trustees: | All Trustees who would be entitled to vote on a resolution at a meeting |
| Financial Expert: | An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 |
| General Meeting: | A general meeting of the Company |

| | |
|-----------------------------------|--|
| Honorary Officers: | President, President Elect, Honorary Secretary and Honorary Treasurer and such other individuals as shall be determined by the Trustees. |
| Honorary Officer Deputies: | Assistant Honorary Secretary and such other individuals as shall be determined by the Trustees |
| Non Voting Members: | Those persons admitted as Honorary Fellows, Medical Members, Student Members, International Members and Affiliates and Affiliated Societies and Companies under these Articles and the Rules |
| the Objects: | The objects of the Company set out in Article 5 |
| the Register: | The register of members of the Company kept pursuant to the Act |
| the Rules: | The rules adopted by the Company |
| the Seal: | The common seal of the Company, if it has one |
| a Trustee: | A director of the Company and Trustees means all the directors |
| Vice Chair: | The President Elect of the Company |
| Voting Members: | Fellows (FIPEM), Full Members (MIPEM) and Associate Members under these Articles and the Rules who shall be members of the Company for the purposes of the Act and a Voting Member means an individual member of the Company |
| in writing or written: | The representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise |

Unless specifically stated otherwise:

Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

Words denoting the singular include the plural and vice versa.

Words denoting any one gender include all genders.

Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality).

General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales.

2. The name of the company is the Institute of Physics and Engineering in Medicine (or such other name as the Trustees shall from time to time decide).
3. The Office of the Company will be situated in England.
4. Every Voting Member undertakes that if the Company is wound up while they are a Voting Member, or within one year after they cease to be a Voting Member, that Voting Member will contribute to the assets of the Company such amount as may be required for the payment of the debts and liabilities of the Company contracted before they cease to be a

Voting Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

5. The only objects for which the Company is established are to promote for the public benefit the advancement of physics and engineering applied to medicine and biology and to advance public education in the field ("**the Objects**").
6. In furtherance of the Objects but not further or otherwise, the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
 - 6.1 to set standards of competence for the protection of the public and excellence for practitioners of the application of physics and engineering to medicine and biology and to facilitate and evaluate practitioners' attainment of such competence and excellence as will deserve recognition;
 - 6.2 to promote, organise and participate in meetings, congresses, conferences, symposia, exhibitions and lectures;
 - 6.3 to promote and encourage research provided that all useful results of such research shall be published;
 - 6.4 to prepare reports and reviews of work and advances in all fields of medicine, physics and engineering and to edit and publish codes of practice, protocols, guides and scientific journals and to work in conjunction with editorial boards of any periodicals in these fields;
 - 6.5 to collect and preserve literature, documents, recordings or other writing, whether published or not, or any equipment, instrument or apparatus which the Trustees may consider desirable, and make them available for reference;
 - 6.6 to advance public education, organise training and refresher courses in the fields of physics and engineering applied to medicine and health care;
 - 6.7 to liaise with manufacturers of equipment used or of possible use in physics and engineering as applied to medicine and health care;
 - 6.8 to improve the safety of medical equipment;
 - 6.9 to do all and such other things as may in the opinion of the Trustees increase the knowledge, study and application of physics, allied sciences and engineering in medicine and biology;
 - 6.10 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;
 - 6.11 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company;
 - 6.12 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
 - 6.13 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects;
 - 6.14 to set aside funds for special purposes or as reserves against future expenditure;

- 6.15 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 6.16 to delegate the management of investments to a Financial Expert but only on terms that;
- 6.16.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
- 6.16.2 every transaction is reported promptly to the Trustees;
- 6.16.3 the performance of the investments is reviewed regularly with the Trustees;
- 6.16.4 the Trustees are entitled to cancel the delegation arrangements at anytime;
- 6.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 6.16.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 6.16.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 6.17 to arrange for investments or other property or assets of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 6.18 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Company. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;
- 6.19 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them;
- 6.20 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 6.21 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company;
- 6.22 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 6.23 to insure and arrange insurance cover for and to indemnify the officers, employees and voluntary workers of the Company from and against all risks incurred in the course of the performance of their duties;

- 6.24 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 6.25 to subscribe to, support, affiliate, become a member of, transfer all or any of the Company's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;
- 6.26 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 6.27 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 6.28 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 6.29 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Company receiving any consideration or advantage;
- 6.30 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 6.31 to make applications for consent under bye-laws or regulations and other like applications;
- 6.32 to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company;
- 6.33 to enter into contracts and provide services to or on behalf of other bodies:
- 6.34 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 6.35 to do all such other lawful and charitable things as shall further the attainment of the Objects.
7. The income and property of the Company however derived shall be applied solely towards the promotion of the primary objects of the Company as set out in these Articles and no portion of it shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Voting Members and no Trustee shall be appointed to any salaried office of the Company or any office of the Company paid by fees, or receive any remuneration or other benefit in money or money's worth from the Company.
- Provided that nothing in these Articles shall prevent the payment, in good faith, by the Company:
- 7.1 of reasonable and proper remuneration to any officer or servant of the Company or to any Voting Member in return for any services actually rendered to the Company;
- 7.2 of reasonable interest on money lent or reasonable and proper rent for premises demised or let by any Voting Member;
- 7.3 to any Trustee or governing body reasonable out-of-pocket expenses;
- 7.4 to any company of which a Trustee of the Company may be a member, and in which such a member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits they may receive in respect of any such payment; and

75 of any premium in respect of any indemnity insurance to cover liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which 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 Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

8. Subject to Article 9, whenever a Trustee has a direct or indirect interest in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees, they must:

8.1 declare that interest in accordance with the Act and declare it before the meeting or at the meeting before discussion begins on the matter;

8.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

8.3 not be counted in the quorum for that part of the meeting; and

8.4 be absent during any vote and have no vote on the matter (whether in a meeting or by written resolution);

and provided that the requirements of this Article 8 are fully met, a Trustee's duty to avoid conflicts of interest under the Act is disapplied, in accordance with the provisions of the Act.

9. Where a Trustee has a direct or indirect interest in a matter to be discussed at a meeting, but that interest does not result in a financial benefit being conferred on the Trustee or a Connected Person, the other Trustees may permit that Trustee to remain at the meeting for that item provided that the quorum for the meeting is met without counting the Trustee in question and provided that the resolution is agreed to without their vote being counted.

10. The liability of the Voting Members is limited.

11. **WINDING UP**

11.1 If, upon the winding-up or dissolution of the Company, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Voting Members but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under, or by virtue of Article 7. Such charitable institution or institutions to be determined by the Voting Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property shall be given to some other charitable object.

11.2 Nothing in these Articles of Association shall authorise an application of the property of the Company for purposes which are not charitable in accordance with the Charities and Trustee Investment (Scotland) Act 2005 and the Charities Act (Northern Ireland) 2008.

MEMBERS

12. The number of Voting Members with which the Company proposes to be registered is unlimited.

13. The first Voting Members shall be the subscribers to the Memorandum of Association on the incorporation of the Company. Subsequent Voting Members shall be admitted to membership in accordance with these Articles and the Rules. No person shall be admitted as a Voting Member unless they are approved by the Trustees. A Voting Member shall consent in writing to become a Voting Member and their name shall be entered in the Register.

14. The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.

15. Every Voting Member shall be subject to the provisions of these Articles in relation to their membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to becoming a Voting Member.
16. The Trustees may from time to time establish other categories of membership, including a category called Non Voting Members, and may set out the rights and duties of such members in the Rules (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.
17. A Voting Member shall cease to be a Voting Member and their name shall be removed from the Register if:
 - 17.1 they resign by giving seven Clear Days' notice in writing of their resignation to the Company;
 - 17.2 they die;
 - 17.3 any sum contracted by them to be paid to the Company or due and payable by them to the Company is not paid in accordance with the Rules;
 - 17.4 they otherwise cease to qualify for membership under these Articles; or
 - 17.5 they are removed as a Voting Member by resolution of the Trustees on the ground that in their reasonable opinion the Voting Member's continued membership is harmful to the interests of the Company (but only after notifying the Voting Member in writing and considering the matter in the light of any written representations which the Voting Member concerned puts forward within fourteen Clear Days after receiving notice).

GENERAL MEETINGS

18. The Company shall hold in each year 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 notice calling it and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Trustees or, failing that, the Chair shall appoint.
 - 18.1 Place, shall, for the purposes of an annual general meeting, not exclude online or other electronic, digital and/or internet based media enabling participants to fully participate (i.e. speaking and voting) in the meeting, as appropriate.
19. A General Meeting (other than the Annual General Meeting) may be called on the request of:
 - 19.1 the Trustees;
 - 19.2 the Chair; or
 - 19.3 Voting Members representing at least five percent of the total voting rights of all the Voting Members.

NOTICE OF GENERAL MEETINGS

20. Notice of General Meetings shall be given in accordance with the Act namely fourteen days. A General Meeting may be called by shorter notice if it is agreed:
 - 20.1 in the case of an Annual General Meeting, by all the Voting Members entitled to attend and vote at the meeting; and
 - 20.2 in the case of any other meeting, by a majority in number of the Voting Members having a right to attend and vote at the meeting being a majority together representing not less than ninety percent of the total voting rights at that meeting of all the Voting Members.
21. 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.

ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

22.
 - 22.1 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.

- 22.2 A person is able to exercise the right to vote at a General Meeting when:
- 22.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 22.2.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

PROCEEDINGS AT GENERAL MEETINGS

23. No business shall be transacted at any General Meeting unless a quorum of Voting Members is present. Save as herein otherwise provided, thirty Voting Members present in person or by proxy and entitled to vote on the business to be transacted shall be a quorum.
24. If within thirty minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Voting Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (but if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays and Sundays) after that holiday), at the same time and place, or to such day, time and place as the Chair, or the Trustees, shall appoint, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, the Voting Members present shall be a quorum.
25. The Chair shall preside as Chair at every General Meeting of the Company or if they shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chair (if any) shall, if present and willing to act, preside as Chair failing which the Voting Members present shall elect one of their number to be Chair of that meeting.
26. The Chair 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 business which might properly have been transacted at the meeting had the adjournment not taken place.
27. When a meeting is adjourned for fourteen days or more, at least seven Clear Days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
28. A Trustee may notwithstanding that they are not a Voting Member or Non Voting Member, attend and speak at any General Meeting. Non Voting Members may also attend and speak.
29. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
- 29.1 demanded by the Chair;
 - 29.2 by not less than five Voting Members present in person having the right to vote at the meeting (including proxies); or
 - 29.3 by a Voting Member or Voting Members representing not less than one-tenth of the total voting rights of all the Voting Members present in person having the right to vote at the

meeting (including proxies).

Unless a poll is so demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in 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 Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

30. The Trustees may make such arrangements as they think fit to allow members of the Company to vote by Electronic Form on any resolution on which a poll is taken at a General Meeting.
31. A demand for a poll made by a proxy for a Voting Member will be treated in the same way as a demand made by the Voting Member which appointed that proxy.
32. A poll shall be taken as the Chair directs and they may appoint scrutineers (who need not be Voting Members) and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
33. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
34. No poll may be demanded on the election of a Chair of a meeting or on any question of adjournment.
35. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall, except in the case of a resolution for altering the constitution of the Trustees, be entitled to a second or casting vote.
36. Subject to the provisions of the Act, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held and shall be treated as being passed when it is agreed to by the number of Voting Members who would be required to pass it at a General Meeting.
37. The appointment of Trustees, Honorary Officers and Honorary Officer Deputies may be transacted by postal ballot in advance of the Annual General Meeting. The results of the postal ballot shall be announced at the Annual General Meeting and shall be conclusive.
38. A postal ballot may be called for by the Trustees in accordance with any procedures set out in the Rules for the holding of a postal ballot.

VOTES OF MEMBERS

39. Every Voting Member shall have one vote (whether on a show of hands, on a poll or by ballot) to be cast by the Voting Member either personally or by proxy.
40. 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 for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
41. Every Voting Member shall be entitled to appoint another person as their proxy in accordance with the Act. A proxy does not need to be a Voting Member.
42. Proxies may only be validly appointed by a notice in writing (a "proxy notice") which states the name and address of the Voting Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which they are appointed, is signed by or on behalf of the Voting Member and is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General Meeting to which they relate.
43. The Trustees may require proxy notices to be delivered in a particular form.
44. Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.

45. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
46. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
47. An appointment under a proxy notice may be revoked by delivering the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
48. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
49. The proxy notification Address in relation to any general meeting is:
 - 49.1 the registered office of the Company; or
 - 49.1.1 any other Address or Addresses specified by the Company as an Address at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or Electronic Form; or
 - 49.1.2 any electronic Address falling within the scope of Article 50.
50. If the Company gives an electronic address:
 - 50.1.1 in a notice calling a meeting;
 - 50.1.2 in an instrument of proxy sent out by it in relation to the meeting; or
 - 50.1.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any document or information relating to proxies for that meeting may be sent in Electronic Form to that Address (subject to any conditions or limitations specified in the notice). In this Article 50, documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

TRUSTEES

51. The number of Trustees shall not be less than ten nor more than twenty-five.
52. The Trustees shall include:
 - 52.1 the President;
 - 52.2 the President-Elect;
 - 52.3 the Honorary Secretary;
 - 52.4 the Honorary Treasurer;
 - 52.5 at least two individuals who shall not be either a Voting Member or Non Voting Member ("Independent Trustees");
 - 52.6 at least two individuals who shall be Voting Members or Non Voting Members but who do not hold any other office within the Company ("Member Trustees"); and
 - 52.7 any other individuals appointed by the Trustees provided the maximum number in Article 51 is not exceeded.
53. The terms of office of the Trustees shall be that:
 - 53.1 the President shall hold office for up to two years and shall retire at the end of the second year and shall not be eligible for immediate re-election as the President;
 - 53.2 the President-Elect shall hold office for up to two years and at the end of the second year shall normally take office as President;

- 53.3 the Honorary Secretary shall hold office for up to three years and at the end of the third year shall be eligible for re-election for one further term of up to three years;
- 53.4 the Honorary Treasurer shall hold office for up to five years. At the end of their term of office the Honorary Treasurer shall be eligible for re-election for one further term of up to five years;
- 53.5 those appointed in accordance with Article 52.7 shall hold office for such term or terms as shall be determined by the Trustees;
- 53.6 the Independent Trustees shall hold office for a five year term which is non-renewable.
- 53.7 the Member Trustees shall hold office for up to three years and shall not normally be eligible for re-election.
54. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
55. Any cases of doubt or difficulty regarding eligibility for office or service as a Trustee or retirement as a Trustee shall be decided by the Trustees.
56. The process for appointing Trustees shall be carried out in accordance with the Rules.

POWERS AND DUTIES OF THE TRUSTEES

57. Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Trustees for which purpose they may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
58. The Trustees may exercise all the powers of the Company to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, but only in so far as is permitted by law.
59. Subject to the provisions of these Articles, the Trustees may make Rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

DISQUALIFICATION OF TRUSTEES

60. The office of a Trustee shall be vacated if:
- 60.1 they die or become subject to a bankruptcy order or make any arrangement or composition with their creditors;
- 60.2 they are suffering from mental disorder or mental incapacity and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental health or mental capacity or an order is made in relation to their personal welfare or property and affairs under legislation relating to mental health or mental capacity;
- 60.3 by notice in writing to the Company they resign their office;
- 60.4 they are disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
- 60.5 they are disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to Trustees;
- 60.6 they are removed by the Trustees on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Company;
- 60.7 they have been convicted of any criminal offence, except where the maximum sentence for

that offence is a fine; or

- 60.8 they absent themselves from two consecutive meetings of the Trustees without special leave of absence from the Trustees and the Trustees pass a resolution that they have by reason of such absence vacated office.

REMOVAL OF TRUSTEES

61. Notwithstanding anything in these Articles, the Company may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiration of their period of office.

PROCEEDINGS OF THE TRUSTEES

62. The quorum necessary for the transaction of business of the Trustees shall be one third of the Trustees or five, whichever is the greater. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

63. Unless otherwise resolved by the Trustees, the Trustees shall meet at least four times each year.

64. The Chair shall be the President and shall be entitled to preside at all meetings of the Trustees and meetings of the Company at which they shall be present. If there shall be no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair, who shall be the President Elect, is elected or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be Chair of the meeting.

65. The Trustees may appoint one or more committees consisting of two or more individuals appointed by them at least one of whom must be a Trustee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.

66. Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

67. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of a:

- 67.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

- 67.2 series of video conferences or telephone calls from the Chair.

Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.

68. The Chair or Vice-Chair of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.

69. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

70. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or

were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

71. The Trustees shall cause proper minutes to be made in books provided for the purpose of:
 - 71.1 all appointments of officers made by the Trustees;
 - 71.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and
 - 71.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.

Any minutes of any meeting, if purporting to be signed by the Chair of that meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

72. A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate their agreement to a resolution in Electronic Form.

EXECUTION OF DOCUMENTS

73. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Company in accordance with the Act.

ACCOUNTS

74. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company.

ANNUAL REPORT

75. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

ANNUAL RETURN

76. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual return and its transmission to the Charity Commission.

NOTICES

- 77.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 77.2 If the Company gives an electronic address in a notice calling a meeting, it will be deemed to have agreed that any document or information relating to proceedings at the meeting may be sent by Electronic Form to that address (subject to any conditions or limitations specified in the notice).
- 77.3 The only address at which a Voting Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 77.4 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.

- 77.5 A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 77.6 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 77.7 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 77.8 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:
- 77.8.1 The material is first made available on the website; or
- 77.8.2 If later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 77.9 A Voting Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 77.10 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

INDEMNITY AND INSURANCE

78. Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Company, against any liability incurred by them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or in which they are acquitted, or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
79. Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Company for the benefit of any Trustee, or other officer, of the Company against any liability which may attach to them or loss or expenditure which they may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.