

Company No: 339181

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

THE BRITISH DIABETIC ASSOCIATION

("Company")

We, the undersigned, being all the members of the Company entitled to receive notice of, attend and vote at general meetings of the Company hereby pass the following resolution and agree that it shall have effect as if passed at a general meeting of the Company duly convened and held:

Special Resolution

1. THAT, pursuant to the Companies Act 1985, the Memorandum and Articles of Association of the Company be and are hereby replaced by those attached to this Special Resolution.

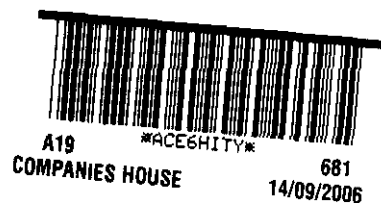
Dated: 4 September 2006

I certify that this is a true copy.

RE Thomas

Dated: 12 September 06

Rosemary Thomas
Company Secretary
Diabetes UK.



Company No: 339181
Charity No: 215199

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

Adopted by Special Resolution passed on 5 July 1994 as amended by Special Resolutions passed on 30 July 1997, 29 July 1998, 20 July 2002 and 4 September 2006.

OF

The British Diabetic Association

Name of Company changed by Special Resolution passed on 9 June 1954

Incorporated on 11 April 1938

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF
THE BRITISH DIABETIC ASSOCIATION**

1. NAME

The name of the Company is The British Diabetic Association ("the Charity").

2. REGISTERED OFFICE

The registered office of the Charity will be situated in England.

3. OBJECTS

The objects of the Charity (the "Objects") are:

- 3.1 to provide relief for people with diabetes and its related complications and to those who care for them;
- 3.2 to promote the welfare of people with diabetes and its related complications and of those who care for them;
- 3.3 to advance the understanding of diabetes by education of people with diabetes, the health professionals and others who care for them, and the general public; and
- 3.4 to promote and fund research related to the causes, prevention and cure of diabetes and into improvements in the management of the condition and its complications; and to publish the useful results of any such research.

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to promote, encourage, carry out or commission research, surveys, studies or other work, and to disseminate the useful results of any such research for the public benefit;
- 4.2 to provide or procure the provision of advice and guidance;
- 4.3 to provide services for people with diabetes and those who care for them;
- 4.4 to act as the authoritative and advisory body to safeguard the social and economic interests of people with diabetes;

- 4.5 to seek to influence Government, and in particular the National Health Service, by making recommendations, setting standards and producing guide-lines to ensure the provision of the best possible statutory medical and support services for people with diabetes and those who care for them;
- 4.6 to arrange educational holidays and activities for young people and others living with diabetes;
- 4.7 to establish and support local groups for purposes of mutual support, education, campaigning or fundraising and to regulate fully such local groups' operation and conduct;
- 4.8 to promote, initiate, develop and carry out education and training and arrange and provide, or assist in arranging or providing, exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events;
- 4.9 to promote competitions and exhibitions and provide prizes and to issue certificates and awards of merit;
- 4.10 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.11 to co-operate and enter into arrangements with other bodies in particular other charities, voluntary bodies and statutory authorities, in the United Kingdom and overseas, operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.12 to establish, promote, support, aid, amalgamate or co-operate with, become a partner or member or affiliate or associate of charitable institutions with objects similar to the Objects;
- 4.13 to purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institution whether corporate or unincorporate with objects similar to the Objects;
- 4.14 to raise funds (but not by means of taxable trading);
- 4.15 subject to any consent required by law, to borrow or raise money in such terms and on such security on such conditions as it may think suitable;
- 4.16 to purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property of all and any kinds and maintain and alter or equip it for use;
- 4.17 subject to any consent required by law to sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property of all and any kinds, with or without payment and subject to such conditions as it may think suitable;
- 4.18 to make grants or loans either in cash or assets and to give guarantees;
- 4.19 to set aside funds for special purposes or as reserves against future expenditure;
- 4.20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert (unless the Trustees reasonably conclude that in all the circumstances it is

- unnecessary or inappropriate to do so) and having regard to the suitability of investments and the need for diversification);
- 4.21 to delegate the management of investments to a financial expert, but only on terms that:
- 4.21.1 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.21.2 every transaction is reported promptly to the Charity;
- 4.21.3 the performance of the investments is reviewed regularly with the Trustees;
- 4.21.4 the Trustees are entitled to cancel the delegation arrangement on giving reasonable notice at any time;
- 4.21.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.21.6 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;
- 4.21.7 the financial expert must not do anything outside the powers of the Trustees;
- 4.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom or, in the case of an investment or property outside the United Kingdom, a body corporate wherever incorporated or having its place of business) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when appropriate;
- 4.24 to insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him or her as a charity trustee of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- 4.25 subject to clause 5, to employ paid or unpaid agents, employees and professional or other advisors;
- 4.26 to establish and maintain or procure the establishment of pensions and retirement benefits to employees of the Charity and to their dependants and pay contributions to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.27 to enter into contracts to provide services to or on behalf of other bodies;
- 4.28 to establish, promote, finance or assist subsidiary companies to assist or to act as agents for the Charity;
- 4.29 to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity;

- 4.30 to pay the costs of forming the Charity;
- 4.31 to do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 5.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods and services supplied;
 - 5.1.2 Members (including Trustees) may be paid interest at a reasonable and proper rate on money lent to the Charity;
 - 5.1.3 Members (including Trustees) may be paid a reasonable and proper rent or hiring fee for property let or hired to the Charity;
 - 5.1.4 Members (including Trustees) may receive charitable benefits in their capacity as Beneficiaries.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in clauses 4.24, 5.1.2, 5.1.3 or 5.1.4;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment of fees, remuneration or other benefit to a company in which a Trustee has a membership interest of no more than a one per cent shareholding;
 - 5.2.5 payment of a research grant in respect of work conducted by a Trustee within an established research institution provided that:
 - (a) the research project shall have been subjected to an independent review by research peers in the field in which that Trustee shall not participate;
 - (b) the grant shall have been authorised by the Charity's Research Committee at a meeting from which the Trustee (if a member of the Committee) has withdrawn;
 - (c) no grant shall be paid to a Trustee in person but it shall be paid to the administrative body of the research institution by whom that Trustee is employed;
 - (d) the Charity shall ensure that the grant is properly spent on the research for which it is granted;
 - 5.2.6 in exceptional cases, other payments or benefits, (but only with the prior written approval of the Commission).
- 5.3 Subject to clause 5.4, whenever a Trustee has a personal interest in a contract, arrangement or transaction (or a proposed contract, arrangement or transaction) with the Charity, he or

she must disclose his or her interest in accordance with section 317 of the Act and, if he or she has a personal interest in any other matter affecting the Charity, he or she must disclose that interest as if the matter were an arrangement with the Charity. If the Trustee concerned is present at any meeting of the Trustees or a committee established by the Trustees at which such contract, arrangement, transaction or other matter is to be discussed, he or she must:

- 5.3.1 declare an interest at or before discussion begins on that item;
 - 5.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.3.3 not be counted in the quorum for that part of the meeting;
 - 5.3.4 withdraw during the vote and have no vote on the matter.
- 5.4 Clauses 5.3.2 to 5.3.4 shall not apply to a Trustee when participating in the re-election of him or her as a Trustee in his capacity as a member of the UK Advisory Council.

6. LIMITED LIABILITY

The liability of Members is limited.

7. GUARANTEE

Every Member promises, if the Charity is dissolved while he or she remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

8. DISSOLUTION

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which are within the Objects or are the same as or similar to the Objects;
 - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;
 - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.2 A final report and statement of account must be sent to the Commission.

9. INTERPRETATION

- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We the several persons whose Names Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Herbert George Wells
13 Hanover Terrace
Regent's Park
Man of Letters

Joseph Patrick McNulty
59 Doughty Street
London WC1
Incorporated Practitioner in Advertising

Robert Daniel Lawrence
63 Albert Bridge Road
London SW11
Physician

Alex Colin Eiloart
56 Meadway, Golders Green
London NW11
Chartered Accountant

Stella Churchill
14 Park Village East
London NW
Physician

John Frederick Robert Burnett
Hook Heath Lodge
Woking, Surrey
Barrister-at-Law

Florence Lucy Mary Burdekin
Ridgeway
Hythe
Kent
Spinster

Dated this 15th day of March, 1938

Witness to the above Signatures:

Sybil Constance Crerar

118 Ivor Court
Gloucester Place
London NW1
Solicitor

COMPANIES ACTS 1985 & 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

THE BRITISH DIABETIC ASSOCIATION

1. MEMBERSHIP

- 1.1 The Members of the Charity are the individuals who are the members for the time being of the UK Advisory Council and who have agreed to undertake the rights and responsibilities of Membership.
- 1.2 The Charity Members may appoint a Patron, President and Vice-Presidents for such period and on such terms as the Trustees may decide provided that such Patron, President or Vice-Presidents shall not be remunerated in any way except for reimbursement of reasonable out-of-pocket expense (including hotel and travel costs) actually incurred in running the Charity.
- 1.3 Membership is terminated if the Member concerned:
 - 1.3.1 is no longer a member of the UK Advisory Council
 - 1.3.2 gives written notice of resignation to the Charity;
 - 1.3.3 dies;
 - 1.3.4 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or
 - 1.3.5 is removed from membership by a resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).
- 1.4 Membership of the Charity is not transferable.

2. GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings personally. Any Member may speak at any general meeting.

Notices

- 2.2 An AGM and an EGM called for the passing of a special or elective resolution shall be called on at least clear 21 days' written notice. All other EGMs shall be called by giving at least 14 clear days' notice but a general meeting may be called at shorter notice if it is so agreed:
- 2.2.1 in the case of an AGM, by all the Members entitled to attend and vote at that meeting; and
- 2.2.2 in the case of any other general meeting, by a majority in number of the Members having the right to attend and vote at that meeting being a majority together holding not less than 95 per cent of the total voting rights of all the Members.
- 2.3 Notice of general meetings shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.

Proceedings at General Meetings

- 2.4 No business shall be conducted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members personally present is at least 25.
- 2.5 If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned until the same day in the next week at the same time and place or such other day, time and place as the Trustees may determine, and, if at the adjourned meeting a quorum is not present or ceases to be present, then the Member or Members present shall be a quorum.
- 2.6 The chairperson of the meeting may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. 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.
- 2.7 The Chair, or if the Chair is unable or unwilling to do so, the Vice-Chair, or (if the Chair and the Vice-Chair are unable or unwilling to do so) some other Trustee elected by those present presides at a general meeting. If no Trustee is willing to act as chairperson of the meeting within 15 minutes after the time appointed for holding the meeting, the members present shall elect one of their number who is not a Trustee to chair the meeting.
- 2.8 Except where otherwise provided by the Act, every issue is decided by a simple majority of the votes cast.
- 2.9 Except for the chairperson of the meeting, who in the case of an equality of votes, shall have a second or casting vote, every Member present in person has one vote on each issue.

- 2.10 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands and a declaration by the chairperson of the meeting that a resolution has been carried or lost 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 the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.
- 2.11 No Member shall be entitled to vote at any general meeting unless all moneys then payable by him or her to the Charity have been paid.
- 2.12 No Member may vote on any matter in which he or she might stand to gain a material or other benefit or debate such a matter.

Annual General Meeting

- 2.13 The Charity must hold an AGM in every year which all Members are entitled to attend. Not more than 15 months shall elapse between the date of one AGM and that of the next. The AGM shall be held at such time and place as the Trustees shall think suitable.
- 2.14 At an AGM the Members:
- 2.14.1 receive the accounts of the Charity for the previous financial year;
 - 2.14.2 receive the Trustees' Report on the Charity's activities since the previous AGM;
 - 2.14.3 appoint auditors for the Charity;
 - 2.14.4 may confer on any individual (with his or her consent) the title of Patron, President or Vice-President of the Charity following their election by the Charity Members;
 - 2.14.5 discuss and determine any issues of policy or deal with any other business put before them.

Extraordinary General Meetings

- 2.15 Any general meeting which is not an AGM is an EGM.
- 2.16 An EGM may be called at any time by the Trustees or the Secretary at the direction of two or more of the Trustees and must be convened within 21 days following written request signed by the Members in accordance with the Act.

3. THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The persons who are Trustees at the date of adoption of these Articles shall be deemed to have been appointed under the Articles. Future trustees shall be appointed as provided subsequently in the Articles.
- 3.3 The Trustees shall consist of at least eleven and not more than thirty individuals from the date of adoption of these Articles until 30 September 2002 and, with effect from 1 October

- 2002, shall consist of at least eight and not more than twelve individuals, all of whom must be Members.
- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.5 No person may be elected or co-opted as a Trustee:
- 3.5.1 unless he or she has attained the age of 18 years;
- 3.5.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 3.11.
- 3.6 The Members shall elect from their number eight persons as Trustees from time to time provided that such persons satisfy the Relevant Criteria.
- 3.7 Subject to Article 3.10, a Trustee elected pursuant to Article 3.6 is elected for a three-year term ending on the third AGM following the AGM at which his or her appointment became effective. On the expiration of such three year term, a Trustee is eligible for re-appointment for one such further term expiring on the third AGM following the AGM at which his or her re-appointment became effective. Thereafter, and subject to Article 3.10, a period of at least three years must elapse before he or she is eligible to stand for election for a maximum of two more terms of three years each or to be co-opted as a Trustee after which he or she will not be eligible to stand again for election or to be co-opted as a Trustee.
- 3.8 The Trustees may co-opt up to four additional Trustees to fill a diversity gap in the composition of the Board of Trustees provided that such persons satisfy the Relevant Criteria and any such Trustee so co-opted shall serve until the first AGM to be convened following his or her appointment. On the expiration of such term, such Trustee may be co-opted by the Trustees on an annual basis for a maximum of six consecutive years. Thereafter, and subject to Article 3.10, a period of at least three years must elapse before he or she is eligible to stand for election or to be co-opted as a Trustee on an annual basis for a maximum of six consecutive years.
- 3.9 The Trustees may at any time co-opt any person as Trustee in addition to those Trustees co-opted pursuant to Article 3.8 to fill a casual vacancy in the composition of the Board of Trustees provided that such person satisfies the Relevant Criteria and provided further that the total number of co-opted Trustees (including those co-opted pursuant to Article 3.8) shall not exceed one-third of the total number of Trustees. Such a co-opted Trustee holds office only until the first AGM to be convened following his or her appointment and shall then be eligible to stand for election for a three-year term of office and after that is eligible for re-appointment for one further term expiring on the third AGM following the AGM at which his or her re-appointment became effective. Thereafter, and subject to Article 3.10, a period of at least three years must elapse before he or she is eligible to stand for election or to be co-opted as a Trustee for a maximum of two more terms of three years each after which he or she will not be eligible to stand again for election or to be co-opted as a Trustee.

- 3.10 Notwithstanding the provisions of Articles 3.7, 3.8 and 3.9 relating to length of service of Trustees, the Chair may continue to act as Chair for an additional period of up to three years to complete his or her term of office as Chair.
- 3.11 A Trustee's term of office automatically terminates if he or she:
- 3.11.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
 - 3.11.2 is disqualified under the Company Directors Disqualification Act 1986 from acting as a company director;
 - 3.11.3 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.11.4 is absent without the permission of the Trustees from three consecutive meetings of the Board of Trustees and the Trustees resolve that his or her office be vacated;
 - 3.11.5 ceases to be a Member;
 - 3.11.6 is removed by ordinary resolution passed by the Members in accordance with the Act; or
 - 3.11.7 resigns by written notice to the Trustees.

4. PROCEEDINGS OF TRUSTEES

- 4.1 The Trustees must hold at least six meetings each year.
- 4.2 A quorum at a meeting of the Board of Trustees from the date of adoption of these Articles until 30 September 2002 is at least one-third of the number of Trustees holding office from time to time during such period and, with effect from 1 October 2002, is four Trustees or at least one-third of the number of Trustees holding office from time to time plus one, whichever is the greater. If the number of Trustees is less than the number fixed as a quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 4.3 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Chair and Vice-Chair are unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting, (and for this purpose signatures may be written on more than one document setting out or giving approval to the resignation and the resolution and will be treated as passed on the date of the last signature).
- 4.5 Except for the chairperson of the meeting, who in the case of an equality of votes shall have a second or casting vote, every Trustee has one vote on each issue.
- 4.6 A meeting of the Board of Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 5.2 to appoint a Chair, Vice-Chair and Treasurer from among their number who shall not be remunerated in any way for such period, subject to Articles 3.7 to 3.10, as the Board of Trustees shall decide;
- 5.3 to delegate any of their functions to sub-committees or working groups consisting of two or more members of the Charity appointed by them (but at least two members of every sub-committee or working group must be Trustees) and all proceedings of any sub-committees or working group shall be reported promptly to the Board of Trustees;
- 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern, inter alia, proceedings at general meetings, proceedings at Trustees' meetings and at meetings of sub-committees and the administration of the Charity;
- 5.5 to establish procedures to assist the resolution of disputes within the Charity;
- 5.6 to exercise any powers of the Charity which are not reserved to a general meeting.

6. UK ADVISORY COUNCIL

- 6.1 The Charity Members shall elect the UK Advisory Council in accordance with procedures determined by the Trustees in Standing Orders.
- 6.2 The Trustees shall set terms of reference for the UK Advisory Council.

7. RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 7.1.1 annual reports;
 - 7.1.2 annual returns; and
 - 7.1.3 annual statements of account.
- 7.2 The books of account of the Charity must show:

- 7.2.1 all amounts received and expended by the Charity together with an explanation as to the nature of such transactions;
- 7.2.2 the assets and liabilities of the Charity.
- 7.3 The books of account must be kept at the registered office of the Charity or at such other place decided by the Trustees. The books of account must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs relating to such request, within two months.
- 7.5 The Trustees must keep proper records of:
 - 7.5.1 all proceedings at general meetings;
 - 7.5.2 all proceedings at meetings of the Board of Trustees;
 - 7.5.3 all proceedings at meetings of sub-committees;
 - 7.5.4 all professional advice obtained.

8. INDEMNITY

- 8.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties in relation thereto.
- 8.2 The Trustees shall have power to resolve, pursuant to clause 4.24 of the Memorandum, to effect Trustees' indemnity insurance, despite their interest in such a policy.

9. NOTICES

- 9.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or in any newsletter circulated by the Charity.
- 9.2 The only address at which a Member is entitled to receive notices is the address shown in the Register of Members.
- 9.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 9.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 9.3.2 two clear days after being sent by first class post to that address;
- 9.3.3 three clear days after being sent by second class or overseas post to that address;
- 9.3.4 on the date of publication of a newspaper containing the notice;
- 9.3.5 on being handed to the Member; or, if earlier,
- 9.3.6 as soon as the Member acknowledges actual receipt.
- 9.4 A technical defect in the giving of notice of which the Trustees are unaware at the time, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate decisions taken at a meeting.

10. SEAL

The seal shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Trustee and by the Secretary or by a second Trustee.

11. DISSOLUTION

The provisions of the Memorandum relating to the winding-up or dissolution of the Charity shall take effect and be observed as though repeated here.

12. INTERPRETATION

- 12.1 In the Memorandum and in these Articles:

‘the Act’

means the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;

‘AGM’

means an annual general meeting of the Charity;

‘Articles’

means these articles of association;

‘Beneficiaries’

means a person with diabetes and its related complications or someone who cares for them, potential diabetes sufferers, or a healthcare professional;

‘Board of Trustees’

means the governing body of the Charity;

‘Chair’

means the chairperson of the Board of Trustees;

‘the Charity’

means The British Diabetic Association, charity registration number 215199, the company governed by these Articles;

‘Charity Member’

means a member of the Charity who has been admitted to a category of members known as Charity Members but who for the avoidance of doubt, is not a Member (and “Charity Members” has a corresponding meaning);

‘charity trustee(s)’

has the meaning prescribed by section 97(1) of the Charities Act 1993;

‘clear day’

means 24 hours from midnight following the relevant event;

‘the Commission’

means the Charity Commissioners for England and Wales;

‘EGM’

means an extraordinary general meeting of the Charity;

‘financial expert’

means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;

‘health care professional’

means a person qualified in a profession that delivers health care;

‘material benefit’

means a benefit which may not be financial but has a monetary value;

‘Member’ and ‘Membership’

refer to legal membership of the Charity for company law purposes and excludes, for the avoidance of doubt, the Charity Members (and “Members” has a corresponding meaning);

‘Memorandum’

means the Charity’s Memorandum of Association;

‘month’

means calendar month;

‘Objects’

means the objects of the Charity as defined in clause 3 of the Memorandum;

‘one percent shareholding’

means an interest in shares in a company which represent no more than one per cent of the issued shares of the relevant class;

‘Relevant Criteria’

means the criteria that Trustees should possess set out in Standing Orders as made by the Trustees from time to time;

‘Research Committee’

means the committee established by the Trustees on terms of reference determined by the Trustees from time to time;

‘Secretary’

means the company secretary of the Charity or any other person appointed to perform the duties of the company secretary of the Charity;

‘taxable trading’

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

‘Trustee’

means a director of the Charity as defined in the Act (and ‘Trustees’ has a corresponding meaning);

‘UK Advisory Council’

means the committee described in Article 6;

‘written’ or ‘in writing’

refers to a legible document on paper including a fax message;

‘year’

means calendar year.

12.2 Expressions defined in the Act have the same meaning in these Articles;

12.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.