

**Company number: 05620264**  
**THE COMPANIES ACTS 1985 & 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**UK CAT CONSORTIUM**

*(Amended pursuant to written resolutions dated 4 December 2009, 28 January 2021)*

**INTERPRETATION**

1. In these Articles:

**Address** in relation to Electronic Communications includes any number or address used for the purpose of such Communications;

**AGM** means an annual general meeting of the Company;

**the Board** means the board of Directors of the Company, acting collectively;

**DSC** means Dental Schools Council;

**MSC** means Medical Schools Council;

**Clear Days** in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;

**Communication** means the same as in the Electronic Communications Act 2000;

**Companies Act 1985** means the Companies Act 1985 (as amended from time to time);

**Companies Act 2006** means the Companies Act 2006 (as amended from time to time);

**Connected** in relation to a Director of the Company has the meaning given in section 252 of the Companies Act 2006;

**Dental School** means any institution as mentioned in Article 11 hereof;

**Director** means a director of the Company acting individually;

**Electronic Communication** means the same as in the Electronic Communications Act 2000;

**Executed** includes any mode of execution;

**Medical School** means any institution as mentioned in Article 11 hereof;

**Member** means a member of the Company;

**Objects** means the objects of the Company as set out in the Articles from time to time;

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

**Special Resolution** has the meaning given in section 283 of the Companies Act 2006;

**Statutes** means the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time;

**Veterinary School** means any institution as mentioned in Article 11 hereof;

expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Statutes; and

references in these Articles to 'he' or 'him' include male and female individuals and corporations.

the expression "Working Day" in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the company is registered.

the expression "Clear Days" in relation to a period of notice to call a meeting means the number of days referred to excluding the day when the notice is given and the day of the meeting.

## **OBJECTS**

2. The name of the Company is "UK CAT Consortium".
3. The registered office of the Company is in England and Wales.
4. The objects for which the Company is established are: to promote and provide for the advancement of education in the United Kingdom in particular without prejudice to the generality of the foregoing to establish and operate, tests to aid selection for admission to degree and other courses requiring clinical competencies, ("the Objects").
5. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
  - 5.1 to prepare and arrange the preparation of training and education materials;
  - 5.2 to pay out of the Company's funds the costs incurred in forming the Company;
  - 5.3 to acquire or hire property of any kind, and any interests in or rights over property of any kind;
  - 5.4 to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
  - 5.5 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society;
  - 5.6 to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;
  - 5.7 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
  - 5.8 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
  - 5.9 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;

- 5.10 to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 5.11 to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
- 5.12 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company
- 5.13 to enable any such schemes to be established or maintained;
- 5.14 to pay out of the Company's funds premiums on indemnity insurance for the Directors in relation to any liability that by virtue of any rule of law would otherwise attach to them in respect of any negligence, default breach of duty or breach of trust of which they may be guilty in relation to the Company, provided that any such insurance shall not extend to the following:
  - 5.14.1 fines;
  - 5.14.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director;
  - 5.14.3 liabilities to the Company that result from conduct that the Director knew or must be assumed to have known was not in the best interests of the Company or about which they did not care whether it was in the best interests of the Company or not.
- 5.15 to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
- 5.16 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return; and
- 5.17 to do all or any of the things or matters permitted by these Articles of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 6. The liability of the members is limited.
- 7. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles of Association 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 members of the Company (unless they are charities).

8. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while it is a member, or within one year after it ceases to be a member, for payment of the Company's debts and liabilities contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
9. 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 members of the Company (unless they be charities), but shall otherwise be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution.

#### **ADMISSION OF MEMBERS**

10. The Company must keep a register of Members as required by the Statutes. The Members are:
  - 10.1 the subscribers to the Articles of Association; and
  - 10.2 academic institutions who apply for admission and are admitted as Members by the Board.

Every application for membership must be in the form approved by the Board. At the next meeting of the Board (or any committee of the Board established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or committee). Except in the case of the institutions listed in Article 11, the Board (or committee) must decide whether to admit or reject the applicant and notify the applicant accordingly, but is not required to give reasons for the decision.

11. If any United Kingdom publicly funded University (or Universities) which incorporate a Medical School, Dental School or Veterinary School applies for membership, the Board must admit them to membership.

#### **RETIREMENT OF MEMBERS**

12. A Member will cease to be a Member:

- 12.1 if he or it resigns by giving notice to the Company, but so that no Member being a University (or Universities) shall resign within 4 years of the date of adoption of the original Articles of the company and thereafter shall be required to give at least one year's notice; or
- 12.2 if he or it is removed from the membership in accordance with any Rule established from time to time pursuant to Article 58; or
- 12.3 if he or it fails to pay any sum due by him or it to the Company within 30 days of the due date.

Membership of the Company is not transferable.

### **MEMBERS' REPRESENTATIVES**

- 13. Subject to Article 30 each Member shall be entitled to nominate two representatives to attend general meetings and exercise such Member's voting rights on its behalf.

### **GENERAL MEETINGS**

- 14. The Company may hold a general meeting in each year as its AGM, in addition to any other meetings held in that year. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs shall be called general meetings.
- 15. The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by the Members in accordance with the Statutes.
- 16. An AGM and a meeting called for the passing of a Special Resolution must be called by at least 21 Clear Days' notice, and all other general meetings must be called by at least 14 Clear Days' notice. A meeting of the Company may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote at that meeting.
- 17. The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The text of all Special Resolutions to be proposed at the meeting must be set out in the notice.
- 18. Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the Companies Act 2006 as to giving information to members in regard to their right to appoint proxies.

19. Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.
20. The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.
21. Notice must be given to the Members, to the Directors, and to the auditors; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

#### **PROCEEDINGS AT GENERAL MEETINGS**

22. Directors who are not Member's representatives are entitled to attend General Meetings but may not vote and do not contribute to the meeting quorum.
23. A general meeting is not valid unless a quorum of Members' representatives is present throughout the meeting; the quorum is one half of the Members for the time being or five Members (whichever is the lesser) present in person or by proxy.
24. If a quorum is not present within half an hour after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.
25. The Chairman of the Board will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.
26. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the Members present must choose one of themselves to be Chairman of the meeting.
27. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.

28. At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands.
29. A declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## **VOTES OF MEMBERS**

30. On a written resolution every Member has one vote. On a show of hands every Member (being a University) present by a duly authorised representative or proxy has one vote. A resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Statutes or these Articles prescribes a different majority.

## **PROXIES AND REPRESENTATIVES**

31. A Member may appoint a proxy to attend general meetings in his or its place and to vote. The proxy form must be in the form set out in Article 62 or as near to one of those forms as possible, and Executed by the Member or by another person under a power of attorney granted by a Member. A proxy need not be a Member.
- 31.1 The appointment of a proxy and any authority under which it is Executed or a copy of that authority, certified by a solicitor or authenticated in such other way as the Board may require, must be received:
- 31.2 at the registered office of the Company or at such other Address within the United Kingdom as is specified for that purpose in the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an Electronic Communication to appoint a proxy issued by the Company in relation to the meeting; and
- 31.3 not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- and if the appointment does not comply with this Article the appointment of the proxy is invalid unless the Board resolve otherwise.
32. A vote given by a proxy for a Member, or by the authorised representative of a Member which is an organisation, remains valid despite the previous revocation



of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office (or, where the appointment of the proxy was contained in an Electronic Communication, at the Address at which the appointment was duly received) before the start of the meeting or adjourned meeting in question.

## **DIRECTORS**

- 33. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. The Directors of the Company will resign at the AGM following the expiry of their term of office (but will be eligible for re-appointment in accordance with Article 35). For the avoidance of doubt, the ex-officio Directors shall not be required to resign at AGMs.
- 34. The following persons shall be Directors on an ex-officio basis:
  - 34.1 a person nominated by MSC for a term not exceeding three years;
  - 34.2 the MSC Executive Director for the time being;
  - 34.3 a person nominated by DSC for a term not exceeding three years.
- 35. The Members shall in addition to the Directors appointed under Article 34 be entitled to appoint at AGMs, seven additional persons as Directors for a term of up to three years, (on the basis that such Directors retire on a phased basis), and so that the Members shall use their reasonable endeavours to procure that such Directors represent the geographical spread and diversity of Members.
- 36. In addition to the Directors appointed under Articles 34 and 35 above the Directors may from time to time appoint up to four additional persons willing to act as Directors and approved by two thirds of the Board to include a majority of those Directors appointed under article 35. Such Directors shall hold office for a term of up to three years and shall be eligible for re-appointment.
- 37. No more than two Directors (excluding ex-officio Directors) shall be from any single Member at the date of appointment.
- 38. A Director will cease to be a Director:
  - 38.1 if he resigns his directorship by giving notice to the Company;
  - 38.2 upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

- 38.3 if he is removed by a simple majority of the Members, following the procedure laid down in Section 168 of the Companies Act 2006; or
- 38.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise; or
- 38.5 upon the expiry of his term of office; or
- 38.6 in the case of ex officio Directors upon ceasing to hold that ex officio post; or
- 38.7 ceasing to be eligible to be a trustee of a UK Charity.

#### **ALTERNATE DIRECTORS**

- 39. No Director shall be entitled to appoint an alternate Director.

#### **POWERS OF THE BOARD**

- 40. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by these Articles, or by any Rules made pursuant to Article 58.

#### **BOARD MEETINGS**

- 41. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. There must be at least two Board meetings a year. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes. Every Director has one vote at a Board meeting.
- 42. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is one half of the Directors then holding office or six Directors (whichever is the greater).
- 43. The Board will elect a Director as Chairman of the Board, who will preside at every Board meeting. Such Chairman shall be drawn only from the Directors appointed under Articles 35 and 36. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.
- 44. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, Members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 58.

45. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.

## **BENEFITS TO DIRECTORS**

46. The Directors shall be entitled to be paid all such reasonable expenses approved by the Board as they may incur in attending and returning from meetings of the Directors, or General Meetings, or which they may otherwise incur, whether in the United Kingdom or abroad, in or about the business of the Company but shall otherwise not be paid for acting as a Director.
47. Subject to the provisions of the Statutes, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director:
- 47.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is in any way interested;
- 47.2 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 organisation in which the Company is interested;
- 47.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 47.4 is not accountable to the Company for any benefit which he derives from any circumstance described in Articles 47.1 to 47.3 and no transaction or arrangement described in those Articles is voidable because of any Director's interest or benefit; and
- 47.5 shall absent himself from that part of the meeting at which there is discussion of any matter in which he may have a conflict of interest, shall not be entitled to vote on that matter and shall not be counted as part of the quorum of that part of the meeting.
48. For the purposes of Article 47:
- 48.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;
- 48.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

- 48.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when these Articles were adopted) Connected with a Director shall be treated as an interest of the Director.

## **SECRETARY**

49. The Company may have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.

## **SEAL**

50. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director and countersigned by the Secretary or by a second Director, or signed by one Director in the presence of a witness.

## **NOTICES, MEETINGS AND RESOLUTIONS**

51. The following Articles 52 to 57 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in general meeting; and "member" means a Director, committee member or a Member of the Company as the context requires.
52. Any notice to be given under these Articles must be in writing or be given by Electronic Communications or be made available on a website. The Company may give any notice to a Member by handing it to him personally, or by sending it by post (airmail in the case of overseas Members who have given no Address for service within the United Kingdom) in a prepaid envelope addressed to the Member at the Address shown in the Company's register of Members, or by leaving it at that Address, or by giving it using Electronic Communications to any Address given to the Company by the Member, or by making the notice available on a website.
53. A Member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.
54. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice is deemed to be given at the expiration of 48 hours after it was handed to the Member, posted, sent by Electronic Communications (provided that the Company

complies with the notification provisions set out in Part 3 of Schedule 5 of the Companies Act 2006) or made available on a website (provided that the Company complies with the notification provisions set out in Part 4 of Schedule 5 of the Companies Act 2006).

55. Subject to the provisions of the Statutes (and in particular in the case of a resolution of the Members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the Members or persons entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more Members. Digital signatures and faxed signatures will suffice for the purpose of this Article. A resolution in writing, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. For the purposes of this Article 55 "circulation date" is the day on which copies of the written resolution are sent or submitted to Members or, if copies are sent or submitted on different days, to the first of those days.
56. Subject to any provisions of the Statutes requiring a meeting to be held physically, a Member or persons entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to communicate interactively and simultaneously with each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.
57. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Statutes.

## **RULES**

58. The Board may make and amend Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects; but if there is a conflict between the terms of these Articles and any Rules made or amended under this Article, the terms of Articles will prevail. The Board shall decide on the annual or other fees paid by Members to cover the running and other costs of the Company but so that no Member shall except as approved by a Special Resolution of the Members be liable for an annual fee of more than £3,000 per annum index linked.
59. A person is bound by the terms of Rules made or amended in accordance with these Articles even if he has not received notice of the Rules or the alteration.

## **INDEMNITY**

60. Subject to the Statutes, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, shall be entitled to be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court.
61. Subject to the Statutes, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 60.

## **FORMS**

62. The proxy form referred to in Article 31 is as follows:

UK CAT Consortium

I, [name] of [address]

being a member of the above Company, appoint [name of proxy] of [address of proxy]

or failing him/her [name of alternative proxy] of [address of alternative proxy]

as my proxy to vote for me on my behalf at the general meeting of the Company to be held on [date] and at any adjournment.

Signed: .....

Date: .....

This form is to be used in favour of/against the resolution.

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

Strike out whichever you do not want.