File Copy

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **9273983**

The Registrar of Companies for England and Wales, hereby certifies that

UNITED KINGDOM PRIMARY IMMUNODEFICIENCY NETWORK

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **21st October 2014**

N09273983S

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **21/10/2014**

X3IYIJP7

Company Name in full: UNITED KINGDOM PRIMARY IMMUNODEFICIENCY NETWORK

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address:
CONTENDAM 26-28 HAMMERSMITH GROVE
LONDON
UNITED KINGDOM
W6 7HA

I wish to adopt entirely bespoke articles

The company's articles are restricted

Company Director 1

Type: **Person**
Full forename(s): **DR MATTHEW SCOTT**

Surname: **BUCKLAND**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **29/08/1971** *Nationality:* **BRITISH**
Occupation: **CONSULTANT IMMUNOLOGIST**

Consented to Act: **Y** *Date authorised:* **21/10/2014** *Authenticated:* **YES**

Company Director 2

Type: **Person**
Full forename(s): **DR JOHN DAVID MOORE**

Surname: **EDGAR**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **21/07/1960** *Nationality:* **BRITISH**
Occupation: **MEDICAL DOCTOR**

Consented to Act: **Y** *Date authorised:* **21/10/2014** *Authenticated:* **YES**

Company Director 3

Type: **Person**

Full forename(s): **DR DINAKANTHA SURAMYA**

Surname: **KUMARARATNE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **05/10/1949** *Nationality:* **BRITISH**

Occupation: **HOSPITAL DOCTOR**

Consented to Act: **Y** *Date authorised:* **21/10/2014** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :
- payment of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MATTHEW SCOTT BUCKLAND**

Address: **CONTENDAM 26-28 HAMMERSMITH GROVE**
LONDON
UNITED KINGDOM
W6 7HA

Amount Guaranteed: **GBP1**

Name: **JOHN DAVID MOORE EDGAR**

Address: **CONTENDAM 26-28 HAMMERSMITH GROVE**
LONDON
UNITED KINGDOM
W6 7HA

Amount Guaranteed: **GBP1**

Name: **DINAKANTHA SURAMYA KUMARARATNE**

Address: **CONTENDAM 26-28 HAMMERSMITH GROVE**
LONDON
UNITED KINGDOM
W6 7HA

Amount Guaranteed: **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber** *Authenticated:* **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

United Kingdom Primary Immunodeficiency Network

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Dr MATTHEW SCOTT BUCKLAND	Dr MATTHEW SCOTT BUCKLAND
Dr JOHN DAVID MOORE EDGAR	Dr JOHN DAVID MOORE EDGAR
Dr DINAKANTHA SURAMYA KUMARARATNE	Dr DINAKANTHA SURAMYA KUMARARATNE

Dated 21/10/2014

Companies Act 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF

UNITED KINGDOM PRIMARY IMMUNODEFICIENCY NETWORK

1 **NAME**

The name of the company is **United Kingdom Primary Immunodeficiency Network** (the "**Charity**").

2 **REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales.

3 **OBJECTS**

3.1 The Objects of the Charity are, for the public benefit:

3.1.1 the advancement of health in particular among those with primary immunodeficiency disorders ("PID") and related disorders and in particular but without limitation by:

(a) developing best-practice approaches to diagnosis and management of PID and related disorders;

(b) developing clinical guidelines by means of setting consensus standards based upon agreed UK best practice; and

(c) establishing and maintaining a national patients registry; and

3.1.2 the advancement of education in PID and related subjects including disorders of innate and antigen-specific immunity, in particular but without limitation by promoting improved understanding of PID and related disorders among healthcare professionals, students and the public.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 **POWERS**

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

4.1 promoting and developing the UK Primary Immunodeficiency Registry (including encouraging collaboration with the linked European Society for Immune Deficiency (ESID) Registry) and promoting and developing an accreditation scheme for professionals with expertise in PID and related disorders;

4.2 providing bursaries, scholarships and other support to students and those studying or researching PID and related subjects;

4.3 to provide advice or information and to liaise with patient representative groups to ensure effective patient input into PID speciality development and service delivery;

4.4 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

4.5 to facilitate, support and carry out research on PID and related disorders including relating to the national patients registry referred to at Article 3.1.1(c) and to publish and distribute the useful results;

4.6 to co-operate with other bodies including developing appropriate relationships with government, commissioners and related professional bodies both nationally and internationally to include, but not restricted to: Royal College of Pathologists, Royal College of Physicians , Association of Clinical Pathologists, British Society for Immunology (BSI), British Society of Allergy & Immunology (BSACI), European Society for Immune deficiency (ESID), American Association for Asthma, Allergy and Immunology (AAAAI);

4.7 to support, administer or set up other charities and to act as trustee of any charity whether established by the Charity or otherwise;

4.8 to accept gifts and to raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution;

4.9 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

4.10 to acquire or hire property of any kind;

4.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.12 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;

4.13 to set aside funds for special purposes or as reserves against future expenditure;

4.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;

4.15 to delegate the management of investments to a financial expert, but only on terms that:

4.15.1 the investment policy is set down in writing for the financial expert by the Trustees;

4.15.2 timely reports of all transactions are provided to the Trustees;

4.15.3 the performance of the investments is reviewed regularly with the Trustees;

4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.15.6 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

4.15.7 the financial expert must not do anything outside the powers of the Charity;

4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

4.17 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.19 subject to Article 8.3, to employ paid or unpaid agents, staff or advisers;

4.20 to enter into contracts to provide services to or on behalf of other bodies;

4.21 to establish or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;

4.22 to pay the costs of forming the Charity; and

4.23 to do anything else within the law which promotes, helps to promote or is incidental to the promotion of the Objects.

5 THE TRUSTEES

5.1 The Trustees (who shall be known as the "UKPIN Steering Group") as charity trustees have control of the Charity and its property and funds.

5.2 The subscribers to the Memorandum (being the first Members) are also the first Trustees. Subsequent Trustees are:

5.2.1 elected by the Subscription Members in advance of the first meeting of the Trustees in each year in accordance with such process as the Trustees shall specify from time to time; or

5.2.2 reappointed by the Trustees for a further term of office under Article 5.7 or 5.8 or co-opted by the Trustees in accordance with Article 5.10.

5.3 The Trustees, when complete, shall consist of at least three and not more than fifteen.

5.4 A Trustee may not act as a Trustee unless he or she:

5.4.1 Supports the Objects;

5.4.2 is a Member;

5.4.3 is over the age of 18; and

5.4.4 has signed a written declaration of willingness to act as a Member and as a charity trustee of the Charity.

5.5 Subject to Articles 5.6 to 5.8, a Trustee appointed by the Members shall hold office for a term of up to three years from the date of his or her appointment.

5.6 One third (or the number nearest one third) of the Trustees must retire at the first meeting of the Trustees in each calendar year, those longest in office (since last elected) retiring first and the choice between any of equal service being made by drawing lots save that no Trustees shall be required to retire under this Article in either the calendar year in which the Charity is incorporated or the following calendar year.

5.7 Subject to Article 5.8, a retiring Trustee who is eligible under Article 5.4 shall be eligible for re-appointment under Article 5.2 or may be reappointed for a second term by the other Trustees provided they agree that it is in the interests of the Charity.

5.8 A Trustee may serve a maximum of two terms, of up to three years per term, save that in exceptional circumstances and where the other Trustees agree that it is in the interests of the Charity a particular Trustee or Trustees may be reappointed by the other Trustees to serve one further final term. A Trustee who has completed the maximum continuous terms of service as a Trustee permitted by this Article will not be eligible to be re-appointed as a Trustee until at least 12 months have passed since his retirement.

5.9 A Trustee's term of office as such automatically terminates if:

5.9.1 he or she dies;

5.9.2 as a person appointed Trustee with clinical or professional skills and experience relevant to the work of the Charity, that Trustee ceases to enjoy good standing within his or her respective licensing (or other regulatory) body;

5.9.3 he or she is disqualified under the Charities Act from acting as a charity trustee;

5.9.4 he or she is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

5.9.5 he or she ceases to be a Member;

5.9.6 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);

5.9.7 he or she is removed by the Members at a general meeting called on special notice under the Companies Act, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

5.9.8 he or she is removed by 75% of the Subscription Members voting for his or her removal at the Annual Meeting, after the Annual Meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or

5.9.9 at least 75% of the other Trustees consider his or her continued Trusteeship is not in the interests of the Charity and, having met to consider the views of the Trustee in question (having given the Trustee in question reasonable opportunity to present his or her views), resolve that his or her Trusteeship shall be terminated.

5.10 The Trustees may at any time co-opt any individual who is eligible under Article 5.4 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 5.3) as an additional Trustee, but a co-opted Trustee holds office only until the first Trustee meeting in the following year.

5.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 TRUSTEES' PROCEEDINGS

6.1 The Trustees must hold at least two meetings each year.

6.2 The Chair may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.

6.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.

6.4 A quorum at a meeting of the Trustees is at least two or one third of the Trustees (if greater), excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 8.5.

6.5 A meeting of the 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 but at least one meeting in each year must be held in person.

6.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

6.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing or in electronic form agreed by a 75% majority of the Trustees, or a committee of them, entitled to receive notice of a meeting and to vote upon the resolution (other than any Conflicted Trustee who has not been authorised to participate in discussions or vote under Article 8.5) is as valid and effectual as a resolution passed at a meeting duly convened and held, provided that:

6.7.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

6.7.2 75% majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

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

6.9 Every Trustee has one vote on each issue but, in case of equality of votes, the person appointed under Article 6.6 to preside at the meeting has a second or casting vote.

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

7 TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;

7.2 to appoint a Chair, a Treasurer and any honorary officers from among their number;

7.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;

7.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them or to a chief executive. At least one member of every committee must be a Trustee. Minutes of all proceedings of committees and reports on the activities of any chief executive must be presented promptly to the Trustees;

7.5 to authorise work to be carried out on behalf of the Charity by working groups consisting of one or more individuals appointed by them within written terms of reference, provided that the output of such working groups must be reported promptly back to the Trustees;

7.6 to make standing orders consistent with these Articles and the Companies Act to govern proceedings at general meetings;

7.7 to make rules consistent with these Articles and the Companies Act to govern their proceedings, proceedings of committees and proceedings of working groups;

7.8 to make rules consistent with these Articles and the Companies Act to specify the rights and responsibilities of Subscription Members and to govern their proceedings;

7.9 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);

7.10 to establish procedures to assist the resolution of disputes or differences within the Charity; and

7.11 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

8 BENEFITS AND CONFLICTS

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

8.1.1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 8.4:

8.1.2 Members (being Trustees) and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

8.1.3 Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

8.1.4 Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.

8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

8.2.1 as mentioned in Articles 8.1 or 8.3;

8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

8.2.3 the benefit of indemnity insurance as permitted by the Charities Act;

8.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

8.2.5 payment to any company in which a Trustee or a Connected Person has no more than a one per cent. shareholding; or

8.2.6 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Companies Act, to the approval or affirmation of the Members).

8.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2.6, but any Trustee or Connected Person may enter into a written contract with the

Charity, as permitted by the Charities Act (stating the maximum benefit to be paid), to supply goods or services in return for a payment or other material benefit but only if:

8.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

8.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 8.4; and

8.3.3 less than one half of the Trustees are subject to such a contract in any financial year.

8.4 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

8.4.1 declare the nature and extent of his or her interest annually, in accordance with such rules as the Trustees may issue for this purpose, and before discussion begins on any related matter;

8.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

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

8.4.4 be absent during the vote and have no vote on the matter.

8.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

8.5.1 continue to participate in discussions leading to the making of a decision and to vote; or

8.5.2 disclose to a third party information confidential to the Charity; or

8.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or

8.5.4 refrain from taking any step required to remove the conflict.

8.6 This provision may be amended by special resolution but, where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, only with the prior written consent of the Commission.

8.7 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 8.4 and then withholds such confidential information from the Charity.

9 RECORDS AND ACCOUNTS

9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

9.1.1 annual returns;

9.1.2 annual reports; and

9.1.3 annual statements of account.

9.2 The Trustees must also keep records of:

9.2.1 all proceedings at meetings of the Trustees;

9.2.2 all resolutions in writing;

9.2.3 all reports of committees; and

9.2.4 all professional advice obtained.

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Subscription Members who are not Trustees, if the Trustees so decide.

9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

10 MEMBERSHIP

10.1 The Charity must maintain a register of Members.

10.2 The subscribers to the Memorandum are the first Members.

10.3 Membership is open only to the Trustees and is terminated if the Member concerned ceases to be a Trustee and who signs a declaration of willingness to act as a Member.

10.4 The form and procedure for applying for Membership is to be prescribed by the Trustees.

10.5 Membership is not transferable.

10.6 Membership is terminated if the Member concerned:

10.6.1 gives written notice of resignation to the Charity;

10.6.2 dies;

10.6.3 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);

10.6.4 is removed from Membership by 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); or

10.6.5 ceases to be a Trustee.

10.7 In addition to the Subscription Members provided for by Article 11, the Trustees may establish different classes of members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

11 SUBSCRIPTION MEMBERS

11.1 All nurses, healthcare and research scientists and medical practitioners in the United Kingdom and the Republic of Ireland who are involved in the healthcare of patients with primary immune deficiencies or research into these diseases shall be eligible to be Subscription Members of the Charity. Subject to these Articles, Subscription Members shall have such rights and responsibilities as the Trustees shall specify from time to time in accordance with Article 7.8.

11.2 For the avoidance of doubt, Subscription Members are not Members (although Members may be Subscription Members) and Subscription Members shall not have any right to attend or vote at general meetings of the Members nor enjoy the rights of members in company law (except as provided by these Articles or in rules issued by the Trustees under Article 7.9). The Trustees may at their discretion send notices of general meetings to Subscription Members

and admit them to general meetings but Subscription Members shall not have the right to vote at general meetings.

11.3 The form and procedure, for applying to become a Subscription Member including the payment of an annual subscription (if any) and the assessment of applications from relevant professionals outside of the United Kingdom and the Republic of Ireland, is to be prescribed by the Trustees.

11.4 The Charity shall maintain a register of Members and a register of Subscription Members.

11.5 Subscription Members:

11.5.1 may attend and speak at a biennial or other meeting of the Subscription Members;

11.5.2 shall elect Trustees in accordance with Article 5.2.1 (and any regulations issued by Trustees as permitted by Article 5.2.1) subject to the maximum number in Article 5.3 and may remove Trustees in accordance with Article 5.9.8;

11.5.3 shall receive a copy of the Charity's annual reports and accounts; and

11.5.4 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

12 GENERAL MEETINGS OF MEMBERS

12.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity up to 48 hours before the commencement of the meeting).

12.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution, provided that a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at a meeting of all the Members.

12.3 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from Members, who in aggregate represent at least 5% of all the Members having a right to vote at general meetings.

12.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two or one third of the total Membership, whichever is the greater.

12.5 The Chair shall act as chair of a general meeting. If the Chair is unwilling or unable to act as chair then the Members present in person or by proxy shall elect a chair for the meeting from among their number, provided that the chair of the meeting must be a Member in their own right.

12.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

12.7 Every Member present in person or by proxy has one vote on each issue.

12.8 Except where otherwise provided by the Articles or the Companies Act:

12.8.1 a special written resolution, signed by Members representing not less than 75% of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of Members duly convened and held; and

12.8.2 an ordinary written resolution, signed by Members representing a simple majority of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of the Members duly convened and held.

12.9 A proposed written resolution will lapse if it is not passed within 28 days of the date it is circulated to the Members. Written resolutions may consist of several documents in the same form, each signed by one or more Members.

12.10 The Charity is not required to hold an AGM.

12.11 Members being Trustees must annually:

12.11.1 receive the accounts of the Charity for the previous financial year;

12.11.2 receive a written report on the Charity's activities;

12.11.3 be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation; and

12.11.4 approve the appointment of reporting accountants or auditors for the Charity.

12.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by written resolution.

13 LIMITED LIABILITY

The liability of Members is limited.

14 GUARANTEE

Every Member promises, if the Charity is dissolved while he or she remains a Member or within one year after he or she ceases to be a member, to pay up to £1 towards:

14.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;

14.2 payment of the costs, charges and expenses of winding up; and

14.3 the adjustment of rights of contributors among themselves.

15 COMMUNICATIONS

15.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

15.1.1 by hand;

15.1.2 by post;

15.1.3 by suitable electronic means; or

15.1.4 through publication in the Charity's newsletter or on the Charity's website.

15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

15.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

15.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;

15.3.2 two clear days after being sent by first class post to that address;

15.3.3 three clear days after being sent by second class or overseas post to that address;

15.3.4 immediately on being handed to the recipient personally; or, if earlier,

15.3.5 as soon as the recipient acknowledges actual receipt.

15.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16 **EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

17 **INDEMNITY**

17.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

17.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.

17.3 The Charity may indemnify an auditor against any liability incurred by him or her:

17.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or

17.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

18 **DISSOLUTION**

18.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

18.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

18.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

18.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

18.2 A final report and statement of account must be sent to the Commission.

18.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

19 **INTERPRETATION**

19.1 In the Articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Charity;
'Annual Meeting'	means an annual meeting of the Charity's Subscription Members;
'the Articles'	means the Charity's Articles of Association and 'Article' refers to a particular Article;
'Chair'	means the chair of the Trustees;
'the Charity'	means the company governed by the Articles;
'the Charities Act'	means the Charities Acts 1992 to 2011;
'charity trustee'	has the meaning prescribed by the Charities Act;
'clear day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	means the Charity Commission for England and Wales or any body which replaces it;
'the Companies Act'	means the Companies Acts 1985 to 2006;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person'	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than one per cent of the voting rights;
'constitution'	means the Memorandum and the Articles and any special resolutions relating to them;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'electronic means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Charity's financial year;
'firm'	includes a limited liability partnership;
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit'	means a benefit, direct or indirect, which may not be financial but has a monetary value;
'Member' and 'Membership'	refer to company Membership of the Charity;
'Memorandum'	means the Charity's Memorandum of Association;
'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'the Objects'	means the Objects of the Charity as defined in Article 3;
'ordinary resolution'	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power.
'resolution in writing'	means a written resolution of the Trustees;
'Secretary'	means a company secretary;
'special resolution'	means a resolution agreed by a 75% majority of the Members present and voting at a general meeting, provided that the text of the special resolution has been included in the notice of the general meeting, or in the case of a written resolution by Members who together hold 75% of the voting power.
'Subscription Member'	means a subscription member of the Charity but who is not a Member for the purposes of the Companies Act 2006;

'taxable trading'	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
'Treasurer'	means the treasurer of the Charity;
'Trustee'	means a director of the Charity and 'Trustees' means the directors;
'written' or 'in writing'	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
'written resolution'	refers to an ordinary or a special resolution which is in writing; and
'year'	means calendar year.

19.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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