

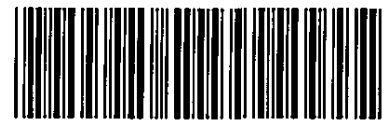
SC 105105

**THE COMPANIES ACT 1985  
ARTICLES OF ASSOCIATION**

**of  
PAIN ASSOCIATION SCOTLAND**

**macROBERTS**

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COMPANIES HOUSE

THE COMPANIES ACT 1985

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

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ARTICLES of ASSOCIATION<sup>1</sup>

of

PAIN ASSOCIATION SCOTLAND

- I. The name of the Company is "PAIN ASSOCIATION SCOTLAND".
- II. The Company's Registered Office is to be situate in Scotland.
- III. (i) The Company is established for Charitable Objects and purposes only.  
(ii) The Objects for which the Company is established are to provide self-management training, advice and education for people suffering directly or indirectly from any form of chronic painful condition, irrespective of diagnosis, where such provision is in the interest of people's health and well being and is made with the object of improving the condition of life of both sufferers and carers.

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

- (a) to carry any lawful activities which further the above Objects;
- (b) to make appeals and take such other steps as may be required to raise funds and to receive grants, donations, bequests, legacies, membership subscriptions and other contributions from any person and to accept any conditions attached to any of them provided said receipt and/or acceptance would be lawful and would be in the interests of the Company;
- (c) to establish, organise and operate local groups;
- (d) to employ such staff as considered necessary for the furtherance of the above Objects and to make arrangements for pensions and other benefits for such staff and any of their dependants;
- (e) to engage advisers, consultants as appropriate from time to time and pay fees to such advisers or consultants;
- (f) to bring together in conference and work in liaison with representatives of voluntary organisations, government departments, local, health and other statutory authorities and individuals in furtherance of the above Objects;
- (g) to undertake fund, commission or undertake research in furtherance of the above Objects and to publish the results of that research;
- (h) to organise exhibitions, meetings, seminars, conferences, training and other events (whether for a charge or otherwise) in furtherance of the above Objects;

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<sup>1</sup> Adopted by special resolution of the Company dated 13<sup>th</sup> August 2010. Articles I to VII inclusive were previously contained in the Company's Memorandum of Association prior to 1 October 2009 and since that date have been treated as provisions of the Company's Articles of Association under section 28 of the Companies Act 2006.

- (i) to produce, publish, distribute or otherwise make available (whether for a charge or otherwise), books, pamphlets, educational resources and other material (whether electronic or in hard copy) in furtherance of the above Objects;
- (j) to become a member of or cooperate with any organisation in furtherance of the above Objects;
- (k) to promote, acquire and/or hold shares in companies, including a subsidiary company, in furtherance of the above Objects or whose income may support the furtherance of the above Objects;
- (l) to effect insurance of all types;
- (m) to purchase or otherwise acquire the whole or any part of the undertaking, property or assets of any company or person carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the furtherance of the above Objects or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to further the above Objects, and as part of the consideration for such acquisition to undertake all or any part of the liabilities of such company or person;
- (n) to lend and advance money or give credit to any company or person and on such terms as may be thought fit and to guarantee and give security for the payment of any moneys or the performance of any contracts, liabilities or obligations of every kind and description all upon such terms as may from time to time be considered desirable in the interests of the above Objects;
- (o) to borrow or raise money in such manner as the Company may think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the undertaking, property or assets of the Company or any part thereof, and also by a similar mortgage, charge or lien to secure any debt, liability or obligation of any holding or subsidiary company of the Company or of any other company or of any person;
- (p) to receive money on deposit or temporary loan upon such terms as may be thought fit;
- (q) to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable documents;
- (r) to open and operate bank accounts in the name of the Company;
- (s) to invest, or deal with monies of the Company not immediately required upon such securities and in such lawful manner as may from time to time be determined;
- (t) to sell, lease, exchange, mortgage or otherwise deal with or dispose of the whole or any part of the undertaking, property or assets of the Company, or any right over or interest in the same, for such consideration, and in such manner and upon such terms and subject to such conditions, as the Company may think fit, and in particular for shares, stocks, debenture stocks or other securities, whether fully or partly paid up, of any other company;
- (u) to apply for, purchase or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, privileges, concessions and licences, secret processes, trade marks, trade names, brands and copyrights and the like which may seem capable of being used for any of the above Objects, and to use, exercise, develop, prolong and grant licences of the same;
- (v) to instigate or defend legal proceedings relating to the Company and, in so far as related to the activities of the Company, its employees, directors and volunteers and to meet legal expenses in relation thereto;

- (w) to apply for or concur with others in applying for any Provisional Order, Act of Parliament or other authority for enabling the Company to carry out all or any of its Objects or for any other purpose which may seem expedient, to subscribe to the expense of obtaining the same, and to oppose or subscribe to the expense of opposing any Provisional Order, Bill or any proceedings in Parliament or elsewhere which may seem directly or indirectly to affect prejudicially the furtherance of the above Objects; and
  - (x) to do all such other things as are incidental or conducive to the attainment of the aforesaid Objects or any of them.
- IV. The income and property of the Company shall be applied solely towards promotion of the Objects of the Company as set forth in these Articles, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company; and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein, subject to the requirements of Articles 29 to 34, shall prevent any payment in good faith by the Company:-
- (a) of reasonable and proper remuneration to any Member or employee of the Company for any services rendered to the Company;
  - (b) of interest on money lent by any Member or Director of the Company at a rate per annum not exceeding two per cent more than the base rate from time to time and for the time being of the Bank of England or three per centum, whichever is the greater;
  - (c) of reasonable and proper rent for premises let to the Company by any Member or Director;
  - (d) of reasonable out-of-pocket expenses to any Director; and
  - (e) of fees, remuneration or other benefit in money or money's worth to any company in which a Director is a member, provided that he or she shall not hold more than one-hundredth part of the capital of such company, and such Director shall not be bound to account to the Company for any share of profits he may receive in respect of such payment.
- V. The liability of the Members is limited.
- VI. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he 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, such amount as may be required not exceeding £1.
- VII. 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 but shall 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 its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause IV hereof, such charitable institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other Charitable Object.

#### **Interpretation**

1. No articles set out in any statute or in any subordinate legislation concerning companies shall apply to the Company and are hereby expressly excluded.
2. In these Articles the following terms shall have the following meanings:

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

**2006 Act** means the Charities Act 2006;

**Act** means the Companies Act 2006;

**Charitable Object or Object** shall mean an object or purpose which is a charitable purpose for the purposes of section 7 of the 2005 Act and which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

**Charity or Charitable Institution** means a body which is either a Scottish charity in terms of section 13 of the 2005 Act or section 1 of the 2006 Act, provided its Objects are limited to charitable purposes;

**Company** means PAIN ASSOCIATION SCOTLAND;

**Directors** means the directors of the Company from time to time (or any duly constituted committee of them) and **Director** means any of them;

**Electronic Form** has the meaning given in section 1168 of the Act;

**Members** means the members of the Company; and

**Subsidiary** has the meaning given in section 1159 of the Act.

3. The singular includes the plural and vice versa and reference to any gender includes all genders.
4. Words and expressions defined in the Act shall, save where otherwise defined in these Articles, bear the same meanings herein.

## **DIRECTORS**

### **Directors' general authority**

5. Subject to the provisions of the Act, the 2005 Act, these Articles and to any directions given by the Members by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
6. Directors shall meet not less than 4 times per year in order to conduct the business of the Company and any meeting of the Directors at which a quorum is present may exercise all of the powers exercisable by the Directors.
7. All acts done and all decisions made by the Directors shall be valid, notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office or were not entitled to vote.

### **Methods of appointing Directors**

8. The Company shall have no less than 3 and no more than 10 Directors who shall, subject to these Articles, be responsible for the management of the Company's business.
9. Directors may be:
  - 9.1 elected at any general meeting of the Company; or
  - 9.2 appointed by the other Directors.

### **Retiral of Directors**

10. Any Directors appointed in terms of Article 9.2 shall retire from office at the next occurring

annual general meeting of the Company but shall be eligible for election at that meeting.

11. Directors elected in terms of Articles 9.1 or 10 shall retire at the first annual general meeting of the Company occurring three years after their election to office but shall be eligible for re-election at that meeting
12. Retiring Directors shall, if offering themselves for re-election, be deemed to have been re-appointed unless at such general meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Directors shall have been put to the meeting and lost.

#### **Termination of Director's appointment**

13. A Director shall automatically vacate office if the Director in question:
  - 13.1 ceases to be a director by virtue of any provision of the Act or becomes prohibited in law from being a director;
  - 13.2 is disqualified under the Company Directors Disqualification Act 1986, the 2005 Act, the 2006 Act or any other statutory provision in force within the United Kingdom from acting as a charity trustee;
  - 13.3 is sequestrated or made bankrupt;
  - 13.4 becomes a paid employee of the Company;
  - 13.5 resigns by giving written notice to the Company;
  - 13.6 becomes incapable for medical reasons of fulfilling the duties of a Director, this incapacity is expected to subsist for at least six months and the other Directors resolve to remove the Director in question from office;
  - 13.7 is absent from three or more consecutive meetings of the Directors and the other Directors resolve to remove the Director in question from office; or
  - 13.8 is removed from office by ordinary resolution (special notice having been given) of the Members in general meeting under section 168 of the Act.
14. At any general meeting at which any resolution removing any Director is considered, the Director concerned shall be entitled to address the Members, either personally or through a representative, prior to the Members voting on that resolution.

#### **Register of Directors**

15. The Directors shall maintain a register of Directors, setting out the full details of each Director and the date on which each Director was appointed and on which that appointment ceased.

#### **Quorum for Directors' meetings**

16. The quorum for any meeting of the Directors shall be 3. A Director shall not be counted in the quorum present at a meeting in respect of any matter on which the Director is not permitted to vote.
17. In the event that the number of Directors in office is less than the quorum set out in Article 16, those Directors present may meet only for the purposes of appointing additional Directors or calling a general meeting of the Members in order to elect additional Directors at that meeting.

#### **Chairperson**

18. The Directors shall elect from amongst themselves at the first board meeting after each annual general meeting a chair, a treasurer and such other office bearers as the Directors may determine from time to time. Any such office bearer shall cease to hold office in the event that they cease to be a Director for any reason.

19. Meetings of the Directors shall be chaired by the chair appointed in accordance with Article 18, whom failing, by any Director appointed by the Directors from amongst their number.

#### **Procedures and voting at Directors' meetings**

20. Any Director may call a meeting of the Directors by giving notice of the meeting to each of the Directors.
21. Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 21.1 the meeting has been called and takes place in accordance with the Articles, and
- 21.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
22. In determining whether Directors are participating in a directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
23. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
24. Questions arising at a meeting of the Directors shall be decided by a majority of votes.
25. Each Director, including the chair of that meeting, shall have one vote and in the event of an equality of votes, the chair of the meeting shall have a casting vote.
26. Such other persons may attend meetings of the Directors as the Directors may determine from time to time and shall have the right to speak, but not to vote, at the discretion of the Directors.
27. The Directors shall ensure that the Company keeps a written record of each decision taken by them for at least 10 years from the date of the decision in question.

#### **Committees**

28. The Directors may delegate any of their powers to:
- 28.1 any committee consisting of one or more Directors and any other persons as the Directors may determine; and/or
- 28.2 the chair or any other office bearer appointed under Article 18.

#### **Conflicts of Interest**

29. A Director who has a personal interest in any transaction or other arrangement which the Company is proposing to enter into, must declare that interest at a meeting of the Directors and shall withdraw from the meeting for the period during which that transaction or other arrangement is being discussed and shall not vote on the question of whether or not the Company should enter into that arrangement.
30. For the purposes of Article 29, but without limiting the generality of Article 29, a Director shall be deemed to have a personal interest in an arrangement if any of the foregoing have a personal interest in that arrangement, namely:
- 30.1 any spouse, partner or other close relative of the Director; or
- 30.2 any firm of which the Director is a partner; or
- 30.3 any limited company of which the Director is a substantial shareholder or director (or any other party who/which is deemed to be connected with him/her for the purposes of the Act).

31. Where a Director provides services to the Company or might benefit from any remuneration paid to a connected party for such services, then:
- 31.1 the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
  - 31.2 the Directors must be satisfied that it would be in the interests of the Company to enter into the arrangement (taking account of that maximum amount); and
  - 31.3 less than half of the Directors must be receiving remuneration from the Company (or benefit from remuneration of that nature).
32. A Director will not be debarred from entering into an arrangement with the Company in which the Director has a personal interest and may retain any personal benefit which the Director gains from their participation in that arrangement provided that the Director has complied with the provisions of these Articles, the 2005 Act and the Act.
33. No Director may receive any remuneration from the Company in respect of the Director's service as such. The Company may, however, pay to Directors the travelling and other out of pocket expenses reasonably incurred by them in the course of carrying out their duties.

#### **Conduct of Directors**

34. Each Director shall act in the best interests of the Company and, in particular, must:
- 34.1 seek, in good faith, to ensure that the Company acts in accordance with its Objects;
  - 34.2 act with the care and diligence that it is reasonable to expect of a person who is managing the affairs of another person;
  - 34.3 put the interests of the Company before that of any other party in taking decisions as a Director;
  - 34.4 comply with Articles 29 to 33 in relation to disclosing conflicts of interests and refraining from participating in discussions and/or decisions with regard to the matter in question; and

### **MEMBERSHIP**

#### **Becoming and ceasing to be a member**

35. The Directors shall maintain a register of the Members setting out the name and address of each Member and the date on which membership commenced and ceased, and such register shall, in so far as applicable, comply with the provisions of the Act.
36. The Members shall consist of the Directors and such other Members as may be admitted in accordance with the provisions of these Articles.
37. Persons aged sixteen years and above and organisations who support the Objects may be admitted as Members where they:
- 37.1 apply to the Directors in writing in such form (if any) as the Directors may prescribe from time to time;
  - 37.2 are approved for membership by the Directors; and
  - 37.3 pay any relevant annual member subscription fee applying to membership, such annual member subscription fee having been agreed by the Members at annual general meeting pursuant to a proposal having been made by the Directors.
38. No paid employee of the Company may be a Member. Any Member who subsequently



becomes a paid employee of the Company shall automatically cease to be a Member.

39. Membership shall not be transferable.

#### **Termination of Membership**

40. A Member's membership shall automatically terminate if:
- 40.1 the Member gives written notice of resignation to the Company;
  - 40.2 the Member (in the case of a natural person) dies or (in the case of an organisation) is dissolved, wound up or otherwise ceases to exist;
  - 40.3 the Member fails to pay any relevant annual member subscription fee within 30 days of 1<sup>st</sup> October, the date on which any relevant annual member subscription fee shall be due.
  - 40.4 the Directors resolve that, in their reasonable opinion and for good cause, the Member's continued membership is prejudicial to the Company in general and/or the attainment of the Objects in particular and notify the Member concerned in writing within 28 days of the passing of such resolution.
41. Before passing any resolution terminating a Member's membership pursuant to 40.4, the Directors shall give to the Member concerned 28 days written notice setting out the factual basis on which the resolution will be considered. The Member shall be entitled to address the Directors, either personally or through a representative, at the meeting at which the decision will be taken.

#### **Organisation of general meetings**

42. A general meeting may be convened by the Directors at any time. The Directors must convene a general meeting of the Company if there is a valid requisition by Members (under section 303 of the Act) or a requisition by a resigning auditor (if any) (under section 518 of the Act).
43. The Directors shall convene a general meeting as an annual general meeting in every year and not more than 15 months should elapse between the date of one annual general meeting and that of the next.
44. At least fourteen clear days notice must be given to the Members and to any auditors or independent examiners of any annual general meeting or general meeting of the Company, such notice to specify:
- 44.1 the date, time and location of the meeting;
  - 44.2 the general nature of the business to be considered at the meeting;
  - 44.3 the full text of any special resolution to be proposed at the meeting; and
  - 44.4 a statement setting out the right of each Member to appoint a proxy to attend, speak and vote at the meeting in his or her place.

For this purpose, the reference to "clear days" means that in calculating the period of notice both the day on which the notice is sent and the day on which the meeting takes place are excluded.

45. Notice of any general meeting may be given either:
- 45.1 in writing or, where a Member has notified the Company of an address for this purpose, in Electronic Form; or
  - 45.2 by means of a website where the Company has complied with section 309 of the Act.

46. The accidental omission to give notice of a meeting to, or non-receipt of a notice of a meeting by, any Member or other person entitled to receive notice shall not invalidate proceedings at that meeting.

#### **Quorum for general meetings**

47. The quorum for any general meeting of the Company shall be 5 Members present either in person or having appointed a proxy. If the quorum is not present within thirty minutes of the scheduled commencement of the general meeting or if at any time during the general meeting the quorum ceases to be present, the general meeting shall stand adjourned to such time and place as may be fixed by the chair of the meeting.

#### **Chairing general meetings**

48. The chair of the Directors appointed under Article 18 shall chair any general meeting, failing whom such other Director as the Directors present at the general meeting shall determine.
49. The chair of any general meeting may, with the consent of the meeting, adjourn the meeting to such time and place as the chair shall determine.

#### **Voting at general meetings**

50. All Members shall be entitled to attend and to speak and vote at any general meeting of the Company. A Member is able to exercise his or her right to vote at a general meeting when:
- 50.1 that Member is able to vote, during the meeting, on resolutions put to the meeting; and
- 50.2 that Member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
51. The Directors shall adopt a procedure for the appointment of proxies to speak and vote on behalf of a Member at general meetings of the Company and, a Member may appoint such a proxy in accordance with that procedure.
52. Voting at general meetings shall take place by a show of hands unless a secret ballot is requested by the chair of the general meeting or by any two Members present. The results of any secret ballot shall be declared during the course of the general meeting at which it is taken.
53. To be passed, an ordinary resolution shall require a simple majority of those Members present and voting (in person or by proxy) in favour of that resolution.
54. To be passed, a special resolution shall require not less than three quarters of those Members present and voting (in person or by proxy) in favour of that resolution. For the avoidance of doubt, only those votes cast in favour of the resolution and against the resolution shall be considered when calculating the foregoing percentage and any abstentions or Members not voting for any reason shall be ignored.

#### **ADMINISTRATIVE ARRANGEMENTS**

55. Any bank account in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by signatories authorised for this purpose by the Directors in accordance with the financial regulations of the Company and the terms of any mandates with the Company's bankers.

#### **Records and accounts**

56. The Directors shall ensure that accurate and complete records are kept of all general meetings of the Company, meetings of the Directors and meetings of any committee of the Directors. Said records shall, inter alia, record those present at the relevant meeting and the decisions taken at that meeting.

57. The Directors shall ensure that proper accounting records are maintained and annual accounts prepared in accordance with all applicable statutory requirements. Where the Company is required by law to have its annual accounts audited, the Directors shall ensure that an audit is carried out by a qualified auditor. Where no audit is required by law, the Directors shall ensure that the annual accounts are independently examined.

#### **Secretary**

58. The Directors may from time to time appoint a company secretary.
59. The company secretary may be a Director or an employee of the Company or any other person considered appropriate by the Directors.
60. The company secretary may be removed from office at any time by the Directors.

#### **Notices**

61. Any notice which requires to be given to a Member under these Articles shall be given in writing or by electronic means.
62. Any notice may be:
- 62.1 given personally to the Member;
  - 62.2 sent by post in a pre-paid envelope addressed to the Member at the address last intimated to the Company;
  - 62.3 (in the case of a Member who has notified the Company of an address to be used for the purpose of Electronic Forms) given to the Member by electronic means; or
  - 62.4 by means of a website where the Company has complied with section 309 of the Act.
63. Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
64. Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

#### **Indemnity**

65. Every Director and the Secretary of the Company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which they may sustain or incur in connection with the execution of the duties of their office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by them in defending any proceedings (whether civil or criminal) in which judgement is given in their favour or in which they are acquitted or any liability in connection with an application in which relief is granted to them by the court from liability for negligence, default or breach of trust in relation to the affairs of the Company.

#### **Insurance**

66. To the extent permitted by the 2005 Act and the Act, the Company shall be entitled to purchase and maintain for any Director and the Secretary insurance against any loss or liability which any Director or the Secretary may sustain or incur in connection with the execution of the duties of their office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a Director).