

**Company Number: 3589542**

**The Companies Acts 1985 to 2006**

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

## **MEMORANDUM & ARTICLES**

### **OF ASSOCIATION**

**THE INTERNATIONAL CONTINENCE SOCIETY**

**(a registered charity in England and Wales no: 1074929)**

Burton Sweet  
Bristol Office:  
Thornton House  
Richmond Hill  
Clifton  
Bristol BS8 1AT  
Tel: 0117 9738441  
Fax: 0117 9733781  
[www.burton-sweet.co.uk](http://www.burton-sweet.co.uk)

also at

Cornerstone House, Midland Way, Thornbury, Bristol BS35 2BS Tel: 01454 415645 Fax: 01454 281268

Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset BA4 5QE Tel: 01749 342255 Fax: 01749 343242

Prospect House, 5 May Lane, Dursley, Gloucestershire GL11 4JH Tel: 01453 542483 Fax: 01453 544272

9b Long Street, Wotton-Under-Edge, Gloucestershire GL11 7ES Tel: 01453 844721 Fax: 01453 844730

Spencer House, 6 Morston Court, Aisecombe Way, Weston-Super-Mare, North Somerset BS22 8NA  
Tel: 01934 620011 Fax: 01934 629345

**Company Number: 3589542**

**THE COMPANIES ACTS 1985 to 2006**

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

**MEMORANDUM OF ASSOCIATION**

**THE INTERNATIONAL CONTINENCE SOCIETY**

**(a registered charity in England and Wales no: 1074929)**

This memorandum is treated as part of the articles of the Company with effect from 1 October 2009 in accordance with Section 28 of the Companies Act 2006.

As altered by Special Resolution dated 2 October 2009

**1 Name**

The name of the Company (hereinafter called “the Charity”) is “The International Continence Society”.

**2 Registered Office**

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

**3 Objects**

3.1 The objects for which the Charity is established are the advancement of basic and clinical sciences concerned with the function and dysfunction of the urinary tract, bowel and pelvic floor.

3.2 The Charity shall have the following powers exercisable in furtherance of its said objects but not otherwise:

3.2.1 to take over the whole of the assets and to undertake all the liabilities of the unincorporated association known as “The International Continence Society”;

3.2.2 to raise public awareness of both urinary and anal incontinence, and other functional abnormalities including obstruction and pain and the fact that it can be corrected, improved or at least better managed and to enhance the knowledge and skills of health professionals involved in prevention and management of incontinence and thereby to improve the standard of healthcare delivery;

3.2.3 to initiate, co-ordinate and give advice on research projects undertaken for the benefit of the public;

3.2.4 to carry on and to stimulate medical education and propaganda on the subject of incontinence and its prevention, treatment and care;

- 3.2.5 to act as a consultative body for public organisations and individuals undertaking research for public benefit on the medical aspects of incontinence;
- 3.2.6 to sponsor and arrange lectures, conferences, exhibitions and study programmes on the subject of incontinence and other related subjects;
- 3.2.7 to employ or retain on a full time or part time basis, and on such terms as to pay and other conditions of employment as may be thought fit, or on a voluntary basis, any persons qualified to assist or experienced or skilled in assisting in the provision of any of the activities of the Charity;
- 3.2.8 to purchase, take on lease or licence, hire or otherwise acquire real and personal property and any rights and privileges whether in the United Kingdom or elsewhere which shall be necessary or convenient for the promotion of the objects of the Charity or any of them; and to maintain, construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Charity;
- 3.2.9 to sell, let, sub-let, license occupation or use of, mortgage, dispose of and in any way turn to account or otherwise deal in all or any part of the property or assets of the Charity for or without any consideration and subject to such terms and conditions as may be thought fit;
- 3.2.10 to issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the objects of the Charity or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise; and to receive gifts by will or inter vivos of property of any description, whether or not subject to any express trusts;
- 3.2.11 to promote or undertake research and experimental work and to formulate, prepare and establish schemes for it;
- 3.2.12 to procure to be written and print, publish, issue and circulate and to sponsor the publication of (gratuitously or otherwise) any reports, periodicals, books, pamphlets, leaflets and other documents;
- 3.2.13 to enter into any contract of insurance howsoever in respect of any matter in which the Charity has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection with any real or personal property in which the Charity has any interest;
- 3.2.14 to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
- 3.2.15 to borrow or raise money in such amounts and manner and on such terms as the Charity shall think fit and when thought desirable to execute and issue security of such kind subject to such conditions, for such amount, and payable in such place and manner, and to such person as may be thought expedient to promote the objects of the Charity, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debenture, debenture stock (perpetual or otherwise) mortgages, charges or securities over the whole or any part of its assets, present or future, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.2.16 to make charges, including nominal or no charges, in respect of any of the activities of the Charity;

- 3.2.17 to receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Charity;
- 3.2.18 to make, draw, accept, exchange, endorse, negotiate, issue or execute promissory notes, bills of exchange or other negotiable instruments or payment orders, for the purpose of or in connection with the objects of the Charity;
- 3.2.19 to invest and deal with the moneys of the Charity not immediately required in such manner as the Charity may from time to time determine subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.2.20 to establish, promote or assist companies and other bodies (incorporated or unincorporated) with charitable objects similar to those of the Charity for the acquisition of any part of the property or liabilities of the Charity with or without valuable consideration or for no consideration or to carry on any authorised activity of the Charity or for any other charitable purpose directly or indirectly calculated to benefit the Charity in the furtherance of its objects.
- 3.2.21 to federate, amalgamate or combine wholly or in part with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated the objects of which are wholly charitable;
- 3.2.22 to act as trustees and to undertake and execute or to create any charitable trust and to support or subscribe to or assist financially or otherwise any charitable fund, body or institution and if deemed desirable for such purpose to enter into any covenant to pay any sums of money periodically to any charitable fund, body or institution;
- 3.2.23 to purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Charity may amalgamate, co-operate or federate;
- 3.2.24 to co-operate and co-ordinate with representatives of other registered charities, voluntary organisations and statutory authorities in achieving the said objects of any of them;
- 3.2.25 to pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.2.26 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity;
- 3.2.27 to do all or any of the above things in any part of the world, and as principals, agents, trustees or otherwise, and by or through trustees, agents or otherwise, and
- 3.2.28 to do all such other lawful things as shall further the attainment of the objects of the Charity or any of them.

Provided that:

- (a) In case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (b) The Charity's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (c) In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Charity shall not sell, charge or lease it without such authority, approval or consent as may be required by law, and as regards any such property the Trustees of the Charity shall be chargeable for any such property that may come into their hands and be answerable and accountable for their acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as Trustees if no incorporation had been effected, and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division of the Charity Commission over the Trustees, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.

#### **4 Application of income and property**

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion of it shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing herein shall prevent any payment in good faith by the Charity:
  - 4.1.1 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity;
  - 4.1.2 of interest on money lent by any member of the Charity or of the Trustees at a rate per annum not exceeding 2 percent, less the minimum lending rate for the time being of National Westminster Bank Plc or 3 percent, whichever is the greater;
  - 4.1.3 of reasonable and proper rent for premises demised or let by any member of the Charity or of the Trustees;
  - 4.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company; and
  - 4.1.5 of all usual professional or other charges to a Trustee, being a solicitor or other person engaged in any profession or business, for any business or act rendered by him or his firm to the Charity;
  - 4.1.6 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not, and provided also that any

such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity.

## **5 Limited liability**

5.1 The liability of members is limited.

## **6 Winding up**

6.1 Every member of the Charity undertakes to contribute to the assets of the Charity, in the event of the Charity being wound up while he is a member, or within one year after he ceased to be a member, for payment of the debts and liabilities of the Charity contracted before he ceased 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 £1.00.

6.2 If on the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of clause 4 of this Memorandum of Association, which institution or institutions to be determined by the members of the Charity at or before the time of winding up or dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

**Company Number: 3589542**

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

**ARTICLES OF ASSOCIATION**

**THE INTERNATIONAL CONTINENCE SOCIETY**

**(a registered charity in England and Wales no: 1074929)**

As altered by Special Resolution dated 26 August 2010, 1 September 2011 and 23 October 2014

## **1 INTERPRETATION**

### **1.1 In these Articles:**

“the Act” means the Companies Act 1985 and “the 2006 Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” means these Articles of Association of the Charity;

“the Charity” means the company intended to be regulated by these Articles;

“Clear Days” in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“communication” means the same as in the Electronic Communications Act 2000;

“electronic communication” has the meaning as set out in the Electronic Communications Act 2000;

“executed” includes any mode of execution;

“the Members” means the Members of the Charity as defined in article 2.1 and “Member” and “Members” have corresponding meanings;

“the Memorandum” means the Memorandum of Association of the Charity;

“the Office” means the registered office of the Charity;

“the Seal” means the common seal of the Charity if it has one;

“the Secretary” means the secretary of the Charity (being a post separate from that of General Secretary) or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary; and

“the Trustees” means the directors of the Charity who shall be its directors for the purposes of the Act and the 2006 Act and of company law generally and shall, if and for so long as the Company is a charity, be its charity trustees for the purposes of charity law. Any references to the board or to a Trustee shall be read and construed accordingly.

"Benefit" means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

"Conflict of Interest" means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

"Connected Person" means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee or a Member;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as "Connected" to that Trustee or Member

"Interest" means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is "Interested" in it

Words importing the masculine gender only shall (where the context so admits) include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act and the 2006 Act.

Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805), amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. No. 1985 No. 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (S.I. 2000 No. 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (S.I. 2007 No. 2541) and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (S.I. 2007 No. 2826) so far as it relates to a company limited by shares (such Table being hereinafter called “Table A”) shall not apply to the Company.

## **2 MEMBERS**

- 2.1 Such other persons or organisations as are admitted to membership in accordance with the rules made under these Articles shall be members of the Charity. No person shall be admitted as a member of the Charity unless his application for membership is in such form as the Trustees may agree to accept for membership applications (whether written, electronic or otherwise). Provided the applicant has duly completed the membership form, is an individual aged 16 or over and pays such subscriptions as are required from time to time, that applicant



shall be admitted to membership. The Trustees may refuse an applicant admission to membership if they consider it to be in the interests of the Charity to do so. In the event of such a refusal they must notify the individual forthwith and specify their reasons for the refusal.

2.2 Members have such rights and obligations as set out in these Articles and the Bylaws from time to time.

2.3 Unless other provisions shall be made by the Bylaws made under these Articles, the Trustees may in their absolute discretion permit any Member of the Charity to resign, provided that after such resignation the number of members is not less than three.

2.4 Members may be subject to temporary membership suspension or permanent exclusion from membership of the Charity as sanctioned under the disciplinary procedures specified by the Bylaws of the Charity from time to time.

### **3 GENERAL MEETINGS**

3.1 The Charity shall hold an annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Charity and that of the next. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called general meetings.

3.2 The Trustees may call general meetings and, on the request of such number of Members as specified in Section 303 of the 2006 Act, shall proceed to convene a general meeting in accordance with the requirements of the 2006 Act.

### **4 NOTICE OF GENERAL MEETINGS**

4.1 An annual general meeting and a general meeting shall be called by at least 14 clear days notice unless such shorter notice as permitted by the 2006 Act is agreed.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the Members and to the Trustees and the auditors (if any).

4.2 Notices from the Charity to its Members may be served by post to the address of the Member in question shown in the register of members or by electronic communication in accordance with the 2006 Act. Notices shall be deemed served 48 hours after posting or electronic transmission.

4.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of the meeting.

### **5 PROCEEDINGS AT GENERAL MEETING**

5.1 No business shall be transacted at any meeting unless a quorum is present. Fifty persons entitled to vote on the business to be transacted, each being a Member or a duly authorised representative of a Member organisation shall constitute a quorum. For the avoidance of doubt only those physically present at the meeting venue shall be counted in the quorum.

- 5.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Trustees may determine.
- 5.3 The General Secretary, or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the General Secretary nor such other Trustee (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman. References in these articles to chairman shall be construed as meaning the person who is chairman of the meeting in question.
- 5.4 If no Trustee is willing to act as chairman, or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 5.5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.6 A resolution put to the vote of a meeting shall be decided by a show of hands of those physically present or by proxy, unless a poll has been duly demanded, in which circumstances Members may lodge their vote by electronic communication prior to the meeting. Subject to the provisions of the Act, a poll may be demanded by:
- 5.6.1 the chairman;
- 5.6.2 at least five Members having the right to vote on the resolution; or
- 5.6.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting provided that, for the avoidance of doubt, a poll may not be demanded in respect of any vote to appoint a chairman of a meeting or in respect of any adjournment of a meeting.
- 5.7 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 5.8 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 5.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 5.10 In the case of an equality of votes, including votes cast on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 5.11 A poll demanded concerning the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not

present continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a vote and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 5.12 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least one month's notice shall be given specifying the time and place at which the poll is to be taken.

## **6 VOTES OF MEMBERS**

- 6.1 Subject to article 5.10, every Member shall have one vote whether present in person or voting by electronic communication.
- 6.2 No Member shall be entitled to vote at any general meeting unless all monies then payable by him to the Charity have been paid by the end of the membership year as determined in the Bylaws.
- 6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 6.4 A vote given (in person or by electronic communication) or poll demanded by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 6.5 Any organisation which is a Member of the Charity may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity, including voting by electronic communication.
- 6.6 Members may vote at general meetings in person or by advance lodgement of vote by electronic communication. Voting by electronic communication shall be conducted subject to such requirements as the bylaws of the Charity may from time to time prescribe. Where any Member has lodged a vote by electronic communication in advance and then attends the meeting his advance note shall not be counted and he shall be entitled to vote in person at the meeting. If any question arises at a meeting over the validity of a vote lodged by electronic communication it shall be determined by the chairman of the meeting whose decision shall be final and conclusive.

## **7 TRUSTEES**

- 7.1 All members of the Board, including those in an Executive role (General Secretary, General Secretary-Elect, Treasurer) are the Trustees of the charity.
- 7.2 The minimum number of Trustees shall be not less than three and the maximum not more than nine, including those in an Executive Role. The members may alter the minimum and maximum numbers of Trustees by ordinary resolution, provided that the alterations may not reduce the minimum beneath three or raise the maximum above nine (and the maximum number for the time being shall include those in an Executive Role).

- 7.3 The Trustees shall comprise the General Secretary, the Treasurer, the General Secretary-Elect and such others as may be appointed at the annual general meeting through the election process as specified in article 8 (subject to the maximum number of Trustees determined as specified above).

## **8 APPOINTMENT AND RETIREMENT OF TRUSTEES**

### **General Secretary and General Secretary-Elect**

- 8.1 Subject to article 8.7, the term of office for the General Secretary shall be one term of ~~two~~ three years. Subject to articles 8.6 and 8.7 no individual may serve as General Secretary more than once in their lifetime.
- 8.2 The term of office for the General Secretary-Elect shall be one year. Subject to article 8.7 no individual may serve as General Secretary-Elect more than once in their lifetime.
- 8.3 The General Secretary-Elect shall be appointed by ordinary resolution at each Annual General Meeting of the Charity where the General Secretary is in his final year of office.
- 8.4 The General Secretary-Elect shall become the General Secretary at the Annual General Meeting held after his election to the position of General Secretary-Elect PROVIDED THAT:
- 8.5.1 the General Secretary is due to retire; and
- 8.5.2 he remains eligible to act as a Trustee.
- 8.6 In the event that either:
- 8.6.1 no individual holds office as General Secretary-Elect at an Annual General Meeting at which the General Secretary is due to retire; or
- 8.6.2 the Trustees have appointed an individual to hold office under the provisions of article 8.7, the Members shall elect the General Secretary at the Annual General Meeting in accordance with article 8.7 and in doing so may re-appoint the General Secretary for a term of one further year.
- 8.7 If a vacancy arises either in the office of General Secretary or the General Secretary-Elect it may be filled by another Trustee appointed from within the Trustees (whether or not such an individual has previously served as General Secretary or General Secretary-Elect) and the person appointed shall retire as the General Secretary or General Secretary-Elect at the next Annual General Meeting. Such period shall not count as a "term" for the purposes of article 8.2. Provided he or she has not been appointed as General Secretary or General Secretary-Elect before their appointment under this article 8.7, he may, if willing to stand, be nominated for appointment as General Secretary or General Secretary-Elect at that meeting or any other future Annual General Meeting, along with any other nominees for appointment and if so appointed shall be eligible to serve such applicable term as specified in articles 8.2 or 8.3 above.

### **Treasurer**

- 8.8 Following the election process the Treasurer shall be appointed by ordinary resolution at the Annual General Meeting of the Charity for a term of three years and, provided he or she is eligible to be a Trustee may be re-elected for one further term of three years as Treasurer on completion of his original term of office.
- 8.9 If a vacancy arises in the office of Treasurer it may be filled by the Trustees from within the Trustees but any person so appointed shall retire at the next annual general meeting. Such period shall not count as a "term" for the purposes of article 8.8. He may, if willing and

eligible to stand, be nominated, along with any other nominees for appointment as Treasurer at that meeting (or any other Annual General Meeting) and if so appointed shall be eligible to serve a three year term.

## **Trustees**

- 8.10 All other Trustees shall be appointed by ordinary resolution at the Annual General Meeting for a term of three years. Subject to article 8.13 and, if willing and eligible to stand, an individual may be re-appointed through that process for one further term of three years.
- 8.11 If a vacancy arises in the office of a Trustee it may be filled by an individual appointed by the Trustees and the person appointed shall retire at the next Annual General Meeting. Such period in office shall not count as a "term" for the purposes of article 8.10 (nor count for the calculation of a period of years under article 8.13). He may, if willing and eligible to stand, be nominated for appointment as a Trustee at that Annual General Meeting (or any other Annual General Meeting) through the election process set out in the Bylaws, and if so appointed shall serve for a three year term.
- 8.12 The Bylaws shall set out the procedure for nomination as a Trustee and an election process to deal with any situation in which there are more candidates approved for appointment as a Trustee than places available to be filled.

## **Terms of office**

- 8.13 No individual may serve as a Trustee (including in an Executive Role) for more than six years during his lifetime. Such term of years need not be consecutive. The exceptions to this rule are as follows:
- 8.13.1 a person who is at any time appointed as General Secretary or General Secretary-Elect may serve up to an additional three years in office in those roles pursuant to articles 8.2 and 8.3 (in addition to six years as a Trustee whether such term of six years as a Trustee is before of after their appointment as General Secretary or General Secretary-Elect); and
- 8.13.2 a person who is General Secretary may be re-appointed to that role under the provisions of article 8.6; and
- 8.13.3 the period in office of a person who is appointed as a Trustee in accordance with article 8.11 other than at an Annual General Meeting shall not count for the purposes of calculating a period of six years under this article 8.13.
- 8.14 No person may be appointed as a Trustee:
- 8.14.1 if the appointment would cause the number of Trustees to exceed the maximum number applicable for the time being in accordance with these articles; or
- 8.14.2 unless he has attained the age of 18 years old and is duly nominated in accordance with the bylaws of the charity currently in force; or
- 8.14.3 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of article 10; or
- 8.14.4 he is ineligible for appointment under the preceding provisions of this clause 8; or
- 8.14.5 unless the procedures as outlined in the bylaws have been adhered to.

## **9 POWERS OF TRUSTEES**

- 9.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Trustees which, would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

## **10 DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 10.1 A Trustee shall cease to hold office if:

10.1.1 he ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee under the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

10.1.2 a registered medical practitioner who is treating that person gives a written opinion to the Trustees stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

10.1.3 he resigns his office by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

10.1.4 he is absent without the permission of the Trustees from all their meetings held with a period of one year and the Trustees resolve that his office be vacated;

10.1.5 he is removed as a Trustee by the Members pursuant to the Act;

10.1.6 he becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;

10.1.7 he is convicted of an offence and the Trustees resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity;

10.1.8 he is removed by unanimous resolution of the other Trustees.

## **11 TRUSTEES' EXPENSES**

- 11.1 The Trustees will be entitled to be repaid any reasonable travelling hotel or other expenses incurred by them in connection with their attendance at any meeting of Trustees or committees of Trustees or other general meetings of the Charity or otherwise in connection with the discharge of their duties including the annual scientific meeting. This shall include the costs of administrative assistance in connection with their trusteeship.

## **12 TRUSTEES' APPOINTMENTS**

- 12.1 Subject to the provisions of the Act and to clause 4 of the Memorandum, the Trustees may appoint one or more of their number to any unremunerated executive office within the Charity. Any such appointment may be made on such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee.
- 12.2 Except to the extent permitted by clause 4 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

## **13 PROCEEDINGS OF TRUSTEES**

- 13.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. The Trustees must meet at least twice a year. The General Secretary or a group of five Trustees, or the General Secretary at the request of a Trustee shall, call a meeting of the Trustees. Notices of meetings of the Trustees need not be in writing unless otherwise determined by the Trustees. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 13.2 The quorum for the transaction of the business of the Trustees shall be a simple majority of the current number of Trustees at the time. Record keeping for trustee meetings is referenced under Article 17.
- 13.3 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 13.4 The General Secretary would normally be the chair of the Trustees meetings but in his absence the Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
- 13.5 The Trustees may, wherever they think fit, invite any experts or advisers to attend meetings of the Trustees to assist the Trustees on any matters under discussion. Such persons may be invited to attend all or part of any meeting and shall speak when invited to do so by the chairman of the meeting and must withdraw from the meeting if asked to do so by the chairman. Such persons shall not be entitled to vote on any matter.
- 13.6 All acts done by a meeting of Trustees or of a committee of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 13.7 A Trustee in electronic communication with the chairman and with all other parties to a meeting of the Trustees or of a committee of the Trustees shall be regarded for all purposes as personally attending such a meeting provided that but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by way of electronic communication. A meeting at which one or more of the Trustees attends by way of electronic communication is deemed to be held at the place at which the chairman of the meeting is physically present.
- 13.8 Notices, documents, resolutions or information under these Articles may be sent or supplied to or from Trustees by hand, or by post or by electronic communication.
- 13.9 Any bank account in which any part of the assets of the Charity is deposited shall be operated by money from such account shall be signed by persons so approved by the Trustees.

## **14 COMMITTEES**

- 14.1 The Trustees may establish such committees as they think fit which may comprise such persons, including persons who are not Trustees, as they may determine. The Trustees shall determine and may vary at any time the terms of reference, expenditure powers (if any), budgets and delegated decision making authority (if any) of such committees and may set and may vary at anytime procedural rules for them. The chairman of a committee shall be a

serving member of it but need not be a Trustee. Each committee shall fully and promptly report its acts and proceedings to the Trustees and shall not incur expenditure on behalf of the Society unless empowered to do so. The bylaws of the Society regarding committees shall be made in accordance with the foregoing provisions.

## **15 ANNUAL SCIENTIFIC MEETING CHAIRMAN**

The Members shall elect a person as Annual Scientific Meeting Chairman to chair the Annual Scientific Meeting of the Charity to be held four years following the annual general meeting. Such election shall be conducted in accordance with the bylaws of the Charity in force at the time and subsequently shall be conducted via the Charity's website. The Annual Scientific Meeting is held by the Charity in order to further its charitable objects by the provision and exchange of information and data and the provision and exchange of practical experience amongst persons involved in or connected with the medical areas covered by the said objects. For the avoidance of doubt, the Annual Scientific Meeting is a separate event to the annual general meeting of the Society held to comply with the annual general meeting requirements of these Articles. The Annual Scientific Meeting Chairman shall have such responsibilities as may be determined by the Trustees and his responsibilities as so determined or as varied by the Trustees from time to time shall be recorded in writing.

## **16 SECRETARY**

The Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The Secretary shall be company secretary of the Charity for the purposes of company law but shall not be a Trustee and may only attend meetings of the Trustees if invited to do so and if so invited shall not be entitled to vote on any matter.

## **17 RECORDS**

The Trustees shall cause records to be made and authenticated in accordance with the Act and the 2006 Act as in force from time to time of all appointments of officers made by the Trustees; of the names of the Trustees present at each meeting of the Trustees and of any committee of the Trustees; of all resolutions and proceedings at all general meetings of the Charity, and meetings of the Trustees and of committees of the Trustees and of all decisions of the members and of the Trustees taken other than at a meeting.

## **18 SEAL**

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

## **19 ACCOUNTING RECORDS, ACCOUNTS AND REPORTS, RETURNS**

19.1 The Trustees shall cause accounting records to be kept in accordance with the provisions of the Act. The accounting records shall be kept at the registered office of the Charity or, subject to the provisions of the Act, at such other place or places as the Trustees think fit, and shall always be open to the inspection of the officers of the Charity.

19.2 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Charity or any of them shall be open to the inspection of members of the Charity not being Trustees, and no member (not being a Trustee) shall have any right of inspecting any accounting records or other records or documents of the Charity except as conferred by statute or authorised by the Trustees or by the Charity in general meeting.



- 19.3 Annual accounts and reports shall be prepared, approved by the Trustees, audited or independently reported on (if required by law), circulated to the members of the Charity and filed at Companies House and with the Charity Commission in the form and within the time limits applicable to the Charity pursuant to the Act (as modified by the Charities Act 1993 and regulations made thereunder).

## **20 AUDIT OR INDEPENDENT EXAMINATION**

- 20.1 If required by the Act auditors or an independent reporting accountant shall be appointed and their duties regulated in accordance with the provisions of the Act (as modified by the Charities Act 1993 and regulations made thereunder).

## **21 COMMUNICATION BY MEANS OF A WEBSITE**

- 21.1 Subject to the provisions of the 2006 Act, a document or information may be sent or supplied by the Charity to a person by being made available on a website.

## **22 PROTECTION FROM LIABILITY**

- 22.1 For the purposes of this article a “Liability” is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Charity or otherwise in connection with the duties, powers or office:

- 22.2 Subject to the provisions of the 2006 Act and without prejudice to any protection from liability which may otherwise apply:

22.2.1 The Trustees shall have power to purchase and maintain for any auditor of the Charity and any officer of the Charity (not being a Trustee or auditor of the Charity), insurance against any Liability;

22.2.2 The Trustees shall have power to purchase and maintain for any Trustee such insurance against any Liability as is permitted by the Memorandum of Association of the Charity.

- 22.3 Every Trustee or auditor (if any) of the Charity and every officer of the Charity (not being a Trustee or auditor of the Charity) shall be indemnified out of the assets of the Charity against any loss or liability incurred by him in defending any proceedings in which judgement 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 from any Liability.

## **23 BYLAWS**

- 23.1 The Board of Trustees may propose:

23.1.2 any new bylaw;

23.1.3 amendments to an existing bylaw; or

23.1.4 the repeal of an existing bylaw, provided that no such addition, amendment or repeal shall be valid until it has been ratified by the Members at the Annual General Meeting or any other general meeting of the Charity.

## **24 DECLARATIONS OF INTEREST**

- 24.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which they (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

- 24.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, they must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.
- 24.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, they must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.
- 24.4 Any declaration must be made in accordance with the provisions of the Act:
- 24.4.1 at a meeting of the Board; or
- 24.4.2 by notice in writing to the Trustees; or
- 24.4.3 by general notice to the Trustees.
- 24.5 A Trustee is not required to declare an Interest:
- 24.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
- 24.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
- 24.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 24.6 The Charity [will / may] maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees [will / may] prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## **25 CONFLICTS OF INTEREST**

- 25.1 Subject to Articles 25.2 and 26, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which they have, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 25.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 25.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in clauses 4.1.4 and 4.1.6 of the Memorandum of Association.

## **26 AUTHORISATION OF CONFLICTS OF INTEREST**

- 26.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:
- 26.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by clause 4 of the Memorandum of Association;
- 26.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
- 26.1.3 the Trustees comply with the procedures set out in this Article 26.

- 26.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 26.1 the Trustee concerned must:
- 26.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
  - 26.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
  - 26.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
  - 26.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
  - 26.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 26.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 26.4 In giving any authorisation in accordance with Article 26.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:
- 26.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
  - 26.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 26.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
  - 26.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
  - 26.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 26.5 In giving the authorisation under Article 26.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
- 26.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
  - 26.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

- 26.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
- 26.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
- 26.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.