



# **THE BRITISH ORTHOPAEDIC ASSOCIATION –**

**A CHARITABLE COMPANY LIMITED BY GUARANTEE**

## **ARTICLES OF ASSOCIATION**

**The Companies Acts 1985 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association of**

**THE BRITISH ORTHOPAEDIC ASSOCIATION (the "Association")**

**Company number 03482958**

**(adopted by special resolution passed on 21 September 2022 and amended by special resolution on 20 September 2023 and on 17 March 2026)**

**NAME AND REGISTERED OFFICE**

**1 Name**

- 1.1 The Association's name is the British Orthopaedic Association.
- 1.2 The Association may change its name by resolution of the Board.

**2 Registered office**

- 2.1 The Association's registered office is situated in England.

**OBJECTS AND POWERS OF THE ASSOCIATION**

**3 Objects**

The Association's objects (the "**Objects**") are the advancement for the public benefit of the Science, Art and Practice of Orthopaedic Surgery with the aim of bringing relief to patients of all ages suffering from the effects of injury or disorders of the musculoskeletal system.

**4 Powers**

In furtherance of the Objects but not otherwise the Association may exercise the following powers:

- 4.1 to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Association as security for the performance of contracts entered into by any person as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects;
- 4.2 to found, maintain and award exhibitions, scholarships, bursaries, studentships and fellowships and to award medals and prizes;
- 4.3 to accept gifts on any terms;
- 4.4 to raise funds for the Association;
- 4.5 to carry out trade in so far as either:
  - 4.5.1 the trade is exercised in the course of carrying out the Objects; or

- 4.5.2** the trade is temporary and ancillary to the carrying out of the Objects or is otherwise permissible for a charity by law;
- 4.6** to operate bank accounts in the name of the Association;
- 4.7** to acquire any property of any kind situated anywhere in the world for investment purposes whether involving liabilities or producing income or not and to appoint and pay professional investment managers who are authorised to carry on the requisite regulated activities under the provisions of the Financial Services and Markets Act 2000 and otherwise delegate the management of investments to proper and competent persons;
- 4.8** to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property together with any rights or privileges which the Association may think necessary;
- 4.9** to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications;
- 4.10** subject to any restrictions imposed by law, to exchange, sell, let, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any of the property or assets of the Association;
- 4.11** subject to any restrictions imposed by law, to borrow or raise money for the purposes of the Association on such terms and on such security (if any) as the Trustees may think fit;
- 4.12** to employ, engage or retain the services of such persons as the Trustees think may be necessary or desirable on such terms as the Trustees think fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants;
- 4.13** to appoint any person to hold any property as nominee for the Association and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.14** to pay the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee or any other officer (other than the Auditor) of the Association which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Association provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of that person and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against that person in their capacity as a Trustee or officer of the Association;
- 4.15** to establish or support charitable trusts and to act as trustees of any charitable trust whether established by the Association or otherwise;
- 4.16** to establish or promote the establishment of any artificial person;
- 4.17** to establish and own in whole or in part any charity or other entity;
- 4.18** to co-operate with any person operating in furtherance of the Objects or similar charitable purposes;

**4.19** to amalgamate with, acquire the assets of or in any other way to merge with any person (other than a natural person) which is charitable at law and has objects the same or similar to the Objects; and

**4.20** to do all such other lawful things as shall be expedient in the interests of the Association.

## **APPLICATION OF INCOME AND PROPERTY AND LIMITED LIABILITY OF MEMBERS**

### **5 Application of income and property**

**5.1** The income and property of the Association shall be applied solely towards the promotion of the Objects.

**5.2** Subject to the remaining provisions of this Article 5, none of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members, and no Trustee or Connected Person shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

**5.3** Nothing in these Articles shall prevent any payment in good faith by the Association:

**5.3.1** of the usual professional charges for business done by any Trustee who is a person engaged in a profession, when instructed by the Association to act in a professional capacity on its behalf; Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, is under discussion;

**5.3.2** of reasonable and proper remuneration for any services rendered to the Association by any Member, officer or servant of the Association who is not a Trustee;

**5.3.3** of interest on money lent by any Member or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent more than the published base lending rate of a clearing bank to be selected by the Trustees;

**5.3.4** of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

**5.3.5** of a research grant in respect of research work conducted by a Trustee within an established research institution provided that:

**(a)** the research project shall have been subjected to an independent scientific review by research peers in the field in which that Trustee shall not participate;

**(b)** the grant shall have been authorised by the Trustees at a meeting from which that Trustee has withdrawn and he or she shall have taken no part in the discussion or voting; and

**(c)** no grant shall be paid to a Trustee in person but shall be paid to the administrative body of the research institution in which the research is conducted;

- 5.3.6** of reasonable and proper rent for premises demised or let by any Member or a Trustee;
- 5.3.7** of scholarship prizes offered for competition amongst Members and other persons and awarded for an essay upon a subject in orthopaedic surgery;
- 5.3.8** of a gift from the benevolent fund of the Association;
- 5.3.9** of any premium in respect of any indemnity insurance to cover the liability of the Trustees:
- (a)** 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 Association; or
  - (b)** to make contributions to the assets of the Association in accordance with the provisions of section 214 of the Insolvency Act 1986,
- provided that any such insurance, in the case of (a), shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or a 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 Association and, in the case of (b), shall not extend to any liability to make such a contribution, where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation; and/or
- 5.3.10** to any Trustee or Member of reasonable out-of-pocket expenses.

## **6 Limited liability of Members**

- 6.1** The liability of the Members is limited.
- 6.2** Every Member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association's assets if it should be wound up while such person is a member or within one year after they cease to be a member, for payment of the Association's debts and liabilities contracted before they cease 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.

## **MEMBERSHIP AND GENERAL MEETINGS**

### **7 Members**

- 7.1** The number of Members with which the Association proposes to be registered is unlimited.
- 7.2** The Members of the Association for the purposes of the Act shall be such persons as are admitted as Voting Members in accordance with the Rules and such other persons who the Trustees may admit as members of the Association for the purposes of the Act in accordance with the Rules.

- 7.3** The Association must maintain a register of members as required by the Act. All admissions to membership and all cessations of membership (for whatever reason) shall be recorded in the register of members of the Association in accordance with the requirements of the Act.
- 7.4** Such other individuals as are admitted to membership in accordance with the Rules shall be Non-Voting Members. No individual shall be admitted as a Member unless his or her application for membership is approved by a member of the Executive Group (as defined in the Rules) and ratified by the Trustees.
- 7.5** Unless the Trustees or the Association in a general meeting shall make other provision under Article 32, the Trustees may in their absolute discretion permit any Member to retire, provided that after such retirement the number of Members is not less than two.
- 7.6** The Board may from time to time resolve upon the creation of other classes of Members of the Association (including informal and honorary Members) provided that the rights of such other classes of Members do not extend to voting at general meetings. Such categories of membership may be called by such names and have such rights, privileges, duties and obligations (except the right to vote at general meetings) as may be specified by the Board.
- 7.7** Membership shall not be transferable and, subject to Article 7.5, a Member shall cease to be a Member:-
- 7.7.1** in the case of an individual, on death;
  - 7.7.2** if by notice in writing to the Association the Member resigns, such resignation to take effect upon being received by the Association or, if later, any date on which it is expressed to take effect;
  - 7.7.3** if their membership should be terminated in accordance with the Rules and the Trustees, by a simple majority, vote to terminate such Member's membership;
  - 7.7.4** by unanimous vote of the Trustees or, if there shall be more than six Trustees, by resolution of the Trustees passed by a majority of not less than three quarters of the Trustees present and voting at the meeting of the Trustees convened for the purpose. A resolution to terminate a Member's membership of the Association shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Trustees at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Trustees prior to the Trustees voting on the resolution;
  - 7.7.5** if any subscription or other sum payable by the Member is not paid on its due date and remains unpaid two months after notice is served on the Member on behalf of the Trustees informing the Member that they will be removed from the membership if it is not paid.
- 7.8** No Member, on ceasing to be a Member, shall be entitled to receive repayment of all or any of the annual subscriptions which have been prepaid.

## **SUBSCRIPTIONS**

## **8 Subscriptions**

The Trustees may, at their discretion, levy a subscription on all or any class of Members and others with an interest in the Association at such rates as they shall determine and may levy subscriptions at different rates for different categories of Members including Members of the same class. The Trustees shall provide Members with the subscription rates, the time and method of payment, and amendments to them in such manner as is prescribed by the Rules.

## **GENERAL MEETINGS**

### **9 General Meetings**

**9.1** The Association shall hold an Annual General Meeting ("**AGM**") each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one AGM and that of the next. The AGM shall be held at such times and places as the Trustees shall appoint. All general meetings other than AGMs shall be called extraordinary general meetings.

**9.2** The Trustees may call General Meetings and on the requisition of no fewer than one-fifth of the Voting Members that pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than forty-two days after receipt of the requisition.

### **10 Notice of General Meetings**

**10.1** An Annual General Meeting and an Extraordinary General Meeting or a meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

**10.1.1** in the case of an Annual General Meeting, by all the Members entitled to attend and vote; or

**10.1.2** in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the Members.

**10.2** The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and shall include a statement pursuant to the Act informing Members of their rights regarding proxies and, in the case of an Annual General Meeting, shall specify the meeting as such.

**10.3** The notice shall be given to all the Members entitled to attend and to the Trustees and Auditors.

**10.4** All Members except Affiliates (as defined in the Rules) shall be entitled to attend General Meetings but only Fellows (UK & Ireland), Members - Locum Consultants, Members - SAS Surgeon Y11+, Members - Post CCT, and those Fellows - Senior and Honorary Fellows who have previously been a member of a class of members with a right to vote (in each case as defined in the Rules) ("**Voting Members**") shall be entitled to vote.

**10.5** 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 at that meeting.

**10.6** A Member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

## **11 Proceedings at General Meetings**

**11.1** No business other than the appointment of the chair of the meeting shall be transacted at any general meeting unless a quorum is present. Forty persons, or one quarter of the total number of Voting Members, whichever ever is the lesser, present in person or by proxy and entitled to vote upon the business transacted shall constitute a quorum.

**11.2** If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Trustees may determine.

**11.3** The President or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting, but if neither the President nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair.

**11.4** If no Trustee is willing to act as chair or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Voting Members present and entitled to vote shall choose one of their number to be chair.

**11.5** In relation to the adjournment of meetings:

**11.5.1** the chair 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;

**11.5.2** when a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted; and

**11.5.3** otherwise, it shall not be necessary to give any such notice.

## **12 Voting at General Meetings**

**12.1** A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

**12.1.1** by the chair; or

**12.1.2** by at least five Members having the right to vote at the meeting; or

**12.1.3** by a Member or Members representing no less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

- 12.2** Unless a poll is duly demanded a declaration by the chair 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.
- 12.3** The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. 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.
- 12.4** A poll shall be taken as the chair directs and he or she 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.
- 12.5** In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 12.6** A poll demanded on the election of a chair 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 chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent 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 show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.7** 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 seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.8** Subject to Articles 12.5 and 12.9, every Voting Member shall have one vote:
- 12.8.1** on a show of hands if present in person at a general meeting;
  - 12.8.2** on a poll if present at a general meeting;
  - 12.8.3** on a ballot for the election of Trustees pursuant to the Rules; and/or
  - 12.8.4** on a ballot to effect any alteration in the Rules.
- 12.9** No Voting Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Association have been paid.
- 12.10** 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 chair whose decision shall be final and conclusive.

### **13 Participation in General Meetings**

- 13.1** At the absolute discretion of the Board and subject to notification being given to the Association, a person entitled to be present at a General Meeting may participate by means of electronic

communications whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

- 13.2** Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of those participating is assembled, or if there is no such group, where the chair of the meeting is. The word "meeting" in these Articles shall be construed accordingly.

#### **14 Written Resolutions**

- 14.1** Save for a resolution to remove a Trustee or the Auditor before the expiration of their period of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.

- 14.2** A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

#### **15 Proxies**

- 15.1** Any Member entitled to attend and vote at any meeting of the Association shall be entitled to appoint another person (whether a Member or not) as their proxy to attend and to speak and to vote (by show of hands or poll) at a general meeting in their place.

- 15.2** The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall be in such form as the Board may in their absolute discretion direct.

- 15.3** An appointment of a proxy may be revoked by delivering to the Association a notice in writing given by or on behalf of the person to whom or on whose behalf the proxy notice was given.

- 15.4** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

### **THE BOARD**

#### **16 Number and appointment of Trustees**

- 16.1** The number of Trustees shall be not less than seven but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

- 16.2** Those individuals who are Trustees shall, subject to Articles 17.2 and 17.3, continue to serve as trustees until the expiration of their term of office in accordance with the Rules.

- 16.3** Trustees shall be appointed in accordance with these Articles and the Rules.

- 16.4** The Trustees may, in their absolute discretion appoint a person or persons, who is not a Member, to be a Trustee such person being a "**Lay Trustee**" provided that:

- 16.4.1** such person is, in the reasonable belief of the Trustees (or majority thereof), able to fulfil identifiable skills gaps on the Board;

- 16.4.2** a Lay Trustee shall not be entitled to vote on the appointment of any of the Officers; and

- 16.4.3** there shall not be more than two Lay Trustees in office at any time.
- 16.5** Subject to the remaining provisions of these Articles. the Trustees shall be:
- 16.5.1** the Officers;
  - 16.5.2** those persons elected as a Trustee by Voting Members in accordance with the Rules (the "**Elected Trustees**");
  - 16.5.3** the Lay Trustees,
- and shall be appointed by a resolution of the Board or by the Voting Members in general meeting, provided that no person other than a Lay Trustee may be elected or appointed as a Trustee unless he or she is a voting member. Lay Trustees are not eligible to stand for election as an Officer.
- 16.6** The officers of the Association (the "**Officers**") shall be:
- 16.6.1** the President;
  - 16.6.2** the Immediate Past President;
  - 16.6.3** the Vice President;
  - 16.6.4** the Vice President Elect;
  - 16.6.5** the Honorary Treasurer; and
  - 16.6.6** the Honorary Secretary,
- each as appointed or elected in accordance with the Rules.
- 16.7** Subject as aforesaid, the Association may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
- 16.8** The Trustees may appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
- 16.9** Except to the extent permitted by Article 5, no trustee shall take or hold any interest in property belonging to the Association or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Association is a party.
- 16.10** No person may be appointed as a Trustee:
- 16.10.1** unless he or she has attained the age of 18 years; or
  - 16.10.2** in circumstances such that, had he or she already been a trustee, he or she would have been disqualified from acting under the provisions of Article 18.

## **17 Removal of Trustees**

- 17.1** Trustees shall retire in accordance with the provisions of the Rules.
- 17.2** The Association may, by ordinary resolution, of which special notice has been given in accordance with section 168 of the Act remove a Trustee before the expiration of their period of office notwithstanding anything in these Articles or in any agreement between the Association and such Trustee. The Association may by ordinary resolution appoint another person in place of a trustee removed under this Article 17.2.
- 17.3** The Trustees may remove any Trustee before the expiration of their period of office by way of a resolution of not less than two thirds of the trustees entitled to attend and vote at a Board meeting.

## **18 Disqualification of Trustees**

A Trustee shall cease to hold office if:

- 18.1** they are requested in writing by not less than two-thirds of all the other Trustees to resign;
- 18.2** the person in question ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act or is otherwise prohibited by law from being a trustee;
- 18.3** a registered medical practitioner who is treating that person gives a written opinion to the Association stating that that person has become physically or mentally incapable of acting as a trustee;
- 18.4** they resign their office by notice to the Association (but only if, pursuant to Article 19.1 a quorum of Trustees will remain in office when the notice or resignation is to take effect); and
- 18.5** they are absent without the permission of the Board from all meetings of the Board held within a six-month period and the Board resolves that their office be vacated.

## **19 Proceedings of the Board**

- 19.1** The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one-third of their number or three Trustees whichever is the greater.
- 19.2** Every matter shall be determined by a majority of votes of the Trustees present and voting on the question but in the case of equality of votes the chair of the meeting shall have a second or casting vote.
- 19.3** The Trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than the number fixed as the minimum pursuant to Article 16.1 the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 19.4** Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. The trustees may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with these Articles.

**19.5** Instead of at a meeting of the Board, a decision of the Trustees can be taken when all eligible Trustees indicate to each other by any means that they share a common view on a matter provided that the eligible Trustees taking such a decision would have formed a quorum had a meeting of the Trustees been held. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing (including email). Otherwise, such a decision must be recorded in writing and signed by the chair to confirm that agreement of all eligible Trustees has been obtained. References in this Article to "eligible Trustees" are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.

**19.6** Trustees and members of any committee of the Board may participate in or hold a meeting of the Board or any committee (as the case may be) by means of telephone, televisual, electronic or virtual communications so that all persons participating in the meeting can be identified by the person presiding and can understand and communicate with each other simultaneously. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

## **20 Trustee interests**

**20.1** A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.

**20.2** A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Association and any personal interest (including, but not limited to, any personal financial interest).

**20.3** If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

**20.3.1** the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

**20.3.2** the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

**20.3.3** the unconflicted Trustees consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.

**20.4** For the purposes of Article **20.3** a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person and for these purposes "**connected person**" means any person falling within one of the following categories:

- 20.4.1** any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- 20.4.2** the spouse or civil partner of any person referred to in Article 20.4.1; or
- 20.4.3** any person who carries on business in partnership with a Trustee or with any person referred to in Article 20.4.1 or Article 20.4.2; or
- 20.4.4** an institution which is controlled by either a Trustee, any person referred to in Articles 20.4.1 to 20.4.3, or a Trustee and any person referred to in Articles 20.4.1 to 20.4.3, taken together;
- 20.4.5** a corporate body in which a Trustee or any person referred to in Articles 20.4.1 to 20.4.3 has a substantial interest, or two or more such persons, taken together, have a substantial interest

and sections 350 to 352 of the Charities Act 2011 shall apply for the purposes of interpreting the terms used in this Article 20.

## **21 Powers of the Board**

- 21.1** Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the Trustees who may exercise all the powers of the Association. No alteration of 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.
- 21.2** In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:
  - 21.2.1** to expend the funds of the Association in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Association such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects; and
  - 21.2.2** to enter into contracts on behalf of the Association.

## **22 Committees of the Board**

- 22.1** The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
  - 22.1.1** all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees;
  - 22.1.2** at least one Trustee shall be a member of each committee;

- 22.1.3 members of committees may be appointed for a term of three years, and eligible to re-stand for appointment for a further term of three years up to a maximum of six years in total;
- 22.1.4 the President, Vice-President and Honorary Secretary shall be members of all committees and in their absence another trustee may be asked to attend; and
- 22.1.5 all committees shall have power to co-opt anyone who may assist their work without reference to the Board provided the names of those co-opted are recorded in the written report of the committee.

## **23 Saving provisions**

All acts done by a meeting of the Board or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee 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 or a member of the committee (as the case may be) and had been entitled to vote.

## **24 Trustees' expenses**

- 24.1 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board, the Council or committees or otherwise in connection with the discharge of their duties, but subject to the provisions of Article 5 and Article 24.2, shall otherwise be paid no remuneration.
- 24.2 If:
  - 24.2.1 the President is carrying out duties on behalf of the Association; and
  - 24.2.2 as a result an NHS Health Trust incurs costs to cover work in that NHS Trust which would otherwise be undertaken by the President,the Trustees may authorise that such reasonable costs be reimbursed by the Association.

## **25 The Council**

- 25.1 The Council shall comprise such persons as set out in the Rules.
- 25.2 The Council shall hold at least two meetings each year. Three Trustees may, and the Chief Operating Officer at the request of three Trustees shall, call a meeting of the Council. It shall not be necessary to give notice of such meeting to a Trustee who is absent from the British Isles. A meeting may be called at any time by the President or by any two Trustees upon not less than four days' notice being given to the other members of the Council of the matters to be discussed but if the matters include an appointment of a co-opted member then not less than twenty-one days' notice must be given.
- 25.3 The Council shall be chaired by the President. Unless he or she is unwilling to do so the President shall preside at every meeting of the Council at which he or she is present. If the President is unwilling to preside or is not present within fifteen minutes after the time appointed for the

meeting, the Vice President, the Vice President Elect or the Immediate Past President in that order if then present, shall take the chair otherwise the Trustees present may appoint one of their number to be chair of the meeting. The Council may by a majority vote remove the President as the chair of the meeting.

**25.4** The Trustees may in their absolute discretion co-opt additional non-voting members of Council for such periods of office as shall be determined by the Trustees.

**25.5** The provisions relating to the cessation of office by a Trustee set out in Article 17.3 and 18 shall apply to co-opted members of Council.

## **SECRETARY**

### **26 Chief Operating Officer**

**26.1** The Chief Operating Officer shall be appointed by the Trustees as secretary for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit, and any Chief Operating Officer so appointed may be removed by them.

**26.2** The Board may entrust to and confer upon the Chief Operating Officer such of the administrative powers exercisable under these Articles by the Trustees, and subject to such terms, conditions and restrictions as they may think fit.

## **RECORD KEEPING, ACCOUNTS AND AUDIT**

### **27 Minutes**

**27.1** The Board shall ensure that minutes are kept for a minimum of ten years (or such other period as the Statutes require):

**27.1.1** of all appointments of Officers made by the Trustees; and

**27.1.2** of all proceedings at meetings of the Association and of the Board and of committees of the Board including the names of the Trustees and other persons present at each such meeting.

### **28 Accounts and Accounting records**

**28.1** Accounting records sufficient to show and explain the transactions and assets and liabilities of the Association and otherwise complying with the Statutes shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit.

**28.2** Subject to the requirements of the Statutes, the Association may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Association may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.

**28.3** The Board shall comply with their obligations under the Charities Act and the Statutes with regard to the independent examination or audit of accounts and if required by the Statutes shall appoint an Auditor whose duties shall be regulated in accordance with the Charities Act or the Statutes.

**28.4** The Board shall comply with their obligations under the Charities Act with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.

## **29 The seal**

**29.1** 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 Chief Operating Officer or by a second Trustee.

## **30 Notices**

**30.1** Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the trustees need not be in writing.

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

**30.2.1** by hand;

**30.2.2** by post;

**30.2.3** by suitable electronic means;

**30.2.4** through publication in the Association's newsletter, any suitable journal or any journal distributed by the Association; or

**30.2.5** on the Association's website.

**30.3** A Member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

**30.4** Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

**30.4.1** 24 hours after being sent by Electronic Means, posted on the Association's website or delivered by hand to the relevant address;

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

**30.4.3** five clear days after being sent by second class or overseas post to that address;

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

**30.4.5** as soon as the recipient acknowledges actual receipt.

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

## **INDEMNITY**

## **31 Indemnity**

- 31.1** Subject to the provisions of the Act every Trustee or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.
- 31.2** The payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Association shall be made, provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew was a breach of duty or breach of trust or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not.

## **RULES AND BYE LAWS**

### **32 Rules**

- 32.1** The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing classes of and conditions of membership, including for members who are not members for the purposes of the Act, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- 32.1.1** the admission and classification of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - 32.1.2** the conduct of Members in relation to one another, and to the Association's servants;
  - 32.1.3** the setting aside of the whole or any part or parts of the Association's premises at any particular time or times or for any particular purpose or purposes;
  - 32.1.4** the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by these Articles; and
  - 32.1.5** generally, all such matters as are commonly the subject matter of company rules.
- provided that no rule which shall be inconsistent with or repeal anything contained in the Rules in effect at the time being may be made, save as in accordance with Article 32.2.
- 32.2** Any new rule or bye law which is inconsistent with or repeals anything contained in the Rules in effect at the time being or any amendment to any Rule in effect at any time may only be approved by the vote of three fourths of those Voting Members present at a general meeting. The Honorary

Secretary shall despatch notice of every proposed alteration to the Rules in effect at the time to every Voting Member not less than twenty-one days before the date of the Meeting.

- 32.3** If there are insufficient Voting Members to form a quorum at that meeting then within one month of that meeting a ballot of Voting Members will be conducted. The majority of three fourths of a minimum return of eighty votes will be required for a change of the Rules. No alterations or additions shall be made to the Rules which will cause the Association to cease to be a charity in law or which shall be inconsistent with, affect or repeal anything contained in the memorandum or the Articles.

## **WINDING UP AND DISSOLUTION**

### **33 Winding up**

If the Association is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to some other charitable institution or institutions having the objects of the advancement of medical science and art. Such institution or institutions to be determined by the Trustees of the Association at or before the time of dissolution and, if and so far as effect cannot be given to such provision, then to some other charitable object.

## **DEFINITIONS AND INTERPRETATION**

### **34 Interpretation**

**34.1** In these Articles:

- 34.1.1** "**Act**" means the Companies Act 2006;
- 34.1.2** "**Articles**" means these articles of association of the Association;
- 34.1.3** "**Auditor**" means a person appointed to conduct an examination and verification of the Association's accounts and includes a reporting accountant appointed in accordance with the Statutes;
- 34.1.4** "**Board**" means the board of Trustees of the Association who are directors of the Association for the purposes of the Act and the charity trustees for the purposes of Section 177 of the Charities Act;
- 34.1.5** "**British Isles**" means Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man and the Republic of Ireland;
- 34.1.6** "**Charities Act**" means the Charities Act 2011;
- 34.1.7** "**Charity Commission**" means the Charity Commission for England and Wales (or such other organisation as replaces it or is given authority to act as regulator for charities in England and Wales);
- 34.1.8** "**Chief Operating Officer**" means the person appointed to perform the duties of the secretary of the Company in accordance with Article 26;

- 34.1.9 "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;
  - 34.1.10 "Connected Person" means a person connected with a Trustee as set out in section 188 of the Charities Act;
  - 34.1.11 "Council" has the meaning set out in Article 25;
  - 34.1.12 "Elected Trustee" has the meaning given in Article 16.5.2;
  - 34.1.13 "electronic communications" means the same as in the Act;
  - 34.1.14 "electronic form" has the meaning in section 1168(3) of the Act;
  - 34.1.15 "executed" includes any mode of execution;
  - 34.1.16 "hard copy" has the meaning in section 1168(2) of the Act;
  - 34.1.17 "Member" means an individual member of the Association unless the context indicates otherwise;
  - 34.1.18 "Model Articles" means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
  - 34.1.19 "month" means a calendar month;
  - 34.1.20 "Office" means the registered office of the Association;
  - 34.1.21 "Officer" has the meaning set out in Article 16.5;
  - 34.1.22 "Rules" means the rules of the Association made in accordance with Article 32;
  - 34.1.23 "seal" means the common seal of the Association if it has one;
  - 34.1.24 "Statutes" means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;
  - 34.1.25 "Trustee" means a director of the Association (and "Trustees" shall be construed accordingly) each of whom being a charity trustee of the Association for the purposes of Section 177 of the Charities Act and a company director for the purposes of the Act; and
  - 34.1.26 "Voting Members" has the meaning set out in article 10.4.
- 34.2 Any reference to:
- 34.2.1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
  - 34.2.2 the singular includes the plural and vice versa and the masculine includes the feminine and neuter genders and vice versa; and

- 34.2.3** a **person** includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality).
- 34.3** The Model Articles shall not apply to the Association and are hereby excluded in their entirety.
- 34.4** Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Association) shall bear the same meaning in these Articles.
- 34.5** Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.