

Company number 02260991

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
THE ASSOCIATION OF
DENTAL IMPLANTOLOGY LIMITED

Incorporated on 23 May 1988

FARRER&Co

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1. Name and Registered Office

- 1.1 The name of the **Charity** is The Association of Dental Implantology Limited.
- 1.2 The name of the Charity may be changed by a resolution of the **Trustees**.
- 1.3 The registered office of the Charity is to be in England and Wales.

2. Interpretation

- 2.1 The interpretation provision in Article 20 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 20.

3. Objects

The **Objects** of the Charity are to advance education in the field of dental implantology for the benefit of the public.

4. Powers

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

- 4.1 to promote or carry out research;
- 4.2 to train, teach and provide advice;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, forums, lectures, seminars, conferences, exhibitions, broadcasts or courses of instruction;

¹ Adopted at an Annual General Meeting of the Charity held on 14.11.14 with amendments to Articles 4.23 and 8 becoming effective on consent being granted by the Charity Commission pursuant to section 198 Charities Act 2011 on 06.11.2015 and as further amended by special resolutions on 25.11.17, 17.11.18 and 28.09.20.

- 4.4 to publish or distribute information;
- 4.5 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.8 to raise funds (but not by means of **Taxable Trading**);
- 4.9 to take and accept any subscription, gift of money, property or other assets whether subject to any special trusts or not;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.16 to make grants or loans of money and to give guarantees;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.19 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.20 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.20.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
 - 4.20.2 require the Financial Expert to report every transaction to the Trustees promptly;

- 4.20.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
- 4.20.4 entitle the Trustees to cancel the delegation arrangement at any time;
- 4.20.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;
- 4.20.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
- 4.20.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.23 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.24 subject to Article 8, to employ staff and to engage consultants, advisers, agents and volunteers;
- 4.25 to provide and contribute to superannuation or pension funds for the staff of the Charity or any of them or otherwise to make provision for such staff, their widows and children;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies;
- 4.27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.28 to establish or acquire subsidiary companies;
- 4.29 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.

5. The Trustees

- 5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The minimum number of Trustees shall be not less than five, and the maximum number of Trustees shall be determined by the **Members** at the AGM, but unless and until so fixed there shall be no maximum number.
- 5.3 Subject to Article 5.6, the Trustees shall be:

- 5.3.1 the President;
 - 5.3.2 the President Elect;
 - 5.3.3 the Immediate Past President;
 - 5.3.4 the Honorary Treasurer;
 - 5.3.5 the Academic Representative;
 - 5.3.6 the Technical Representative;
 - 5.3.7 the DCP Representative; and
 - 5.3.8 the Regional Representatives.
- 5.4 Subject to earlier termination under Article 5.7, all Trustees shall:
- 5.4.1 hold office for a period of two years commencing from the appropriate AGM and ending at the AGM in the second Year thereafter; and
 - 5.4.2 retire at the end of their stated term of office.
- 5.5 The election and (where relevant) re-election of the Trustees shall be conducted in accordance with such regulations as the Trustees may from time to time prescribe in accordance with Article 7.2.2(c).
- 5.6 The Trustees shall have power at any time to co-opt any Member of the Charity, or in exceptional circumstances any other person, to serve as a Trustee, either to fill a vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the next following AGM, and shall then be eligible for election to one of the positions named in Article 5.3.
- 5.7 A Trustee's term of office automatically terminates if he or she:
- 5.7.1 is disqualified under the Charities Acts from acting as a Charity Trustee;
 - 5.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 5.7.3 is absent from three consecutive meetings of the Trustees without consent;
 - 5.7.4 ceases to be a Member;
 - 5.7.5 resigns by **Written** notice to the Trustees (but only if at least five Trustees will remain in office);
 - 5.7.6 is removed by an Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 5.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Proceedings of Trustees

- 6.1 The Trustees may hold as many meetings each Year as they deem appropriate, so long as the minimum number of such meetings each Year is three.
- 6.2 A quorum at a meeting of the Trustees shall be fixed by the Trustees from time to time, but unless so fixed shall be the greater of one-third of the total number of current Trustees or five.
- 6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 6.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.5 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated in hard copy or by electronic means to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- 6.6.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
- 6.6.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 6.8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 6.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 6.8.2 the situation is authorised by the Trustees in accordance with Article 6.9; or
- 6.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.23.
- 6.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 6.9.1 the procedure in Article 6.10 is followed;
- 6.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and

- 6.9.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 6.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 6.10.1 declare his interest before discussion begins on the matter;
 - 6.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 6.10.3 not be counted in the quorum for that part of the meeting;
 - 6.10.4 withdraw during the vote and have no vote on the matter.
- 6.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. Powers of Trustees

- 7.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**.
- 7.2 Without prejudice to Article 7.1, the Trustees may:
 - 7.2.1 delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
 - 7.2.2 make regulations consistent with the Articles and the Companies Acts to govern:
 - (a) proceedings at general meetings;
 - (b) proceedings at meetings of Trustees and meetings of committees;
 - (c) the election of Trustees;
 - (d) the administration of the Charity and the use of its seal (if any); and
 - (e) such other regulations as the Trustees think fit;
 - 7.2.3 establish procedures to assist the resolution of disputes within the Charity;
 - 7.2.4 exercise any powers of the Charity which are not reserved to a general meeting.
- 7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

8. Benefits to Members and Trustees

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:
 - 8.1.1 Members who are not Trustees may be employed by the Charity;

- 8.1.2 Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 8.1.3 Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 8.1.4 Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity.
- 8.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
- 8.2.1 as mentioned in Articles 4.23, 8.1.2, 8.1.3, 8.1.4, 8.3 or 18;
 - 8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 8.2.3 payment to any company in which a Trustee has no more than a 1% shareholding;
 - 8.2.4 payment to a company of which a Trustee is an employee;
 - 8.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- 8.3.1 the goods or services are actually required by the Charity;
 - 8.3.2 any conflict of interests is authorised by the Trustees in accordance with Article 6.9;
 - 8.3.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.10;
 - 8.3.4 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

9. Membership

- 9.1 The Charity must maintain a register of Members in accordance with the Companies Acts.
- 9.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
 - 9.2.1 applies to the Charity in the form required by the Trustees; and
 - 9.2.2 is approved by the Trustees via such process as they shall approve.
- 9.3 The Trustees may establish different categories of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

- 9.4 Membership is terminated if the Member concerned:
- 9.4.1 gives Written notice of resignation to the Charity;
 - 9.4.2 dies or (in the case of an organisation) ceases to exist;
 - 9.4.3 is more than six **Months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
 - 9.4.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion it would be in the best interests of the Charity for the Member's Membership to be terminated (but only after notifying the Member In Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 **Clear Days** after receiving notice).

9.5 Membership of the Charity is not transferable.

10. General Meetings (being meetings of the Members)

AGMs and EGMs

10.1 The Charity must hold an AGM in every Year which all Members are entitled to attend.

10.2 Any general meeting which is not an AGM is an **EGM**.

Notice of general meetings

10.3 General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

10.4 An EGM may be called at any time by the Trustees.

10.5 An EGM may be called on a Written request to the Trustees from at least 5% of the Members.

10.6 On receipt of a Written request made pursuant to Article 10.5, the Trustees must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM.

Attendance at general meetings

10.7 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative** and any and all Members may attend any general meeting by **Virtual Means**.

10.8 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

Quorum

10.9 There is a quorum at a general meeting if the number of Members present in person or by proxy (including, for the avoidance of doubt, by Virtual Means) is at least ten.

Chair

10.10 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting.

AGM business

- 10.11 At an AGM the Members:
- 10.11.1 receive the Trustees' report on the Charity's activities;
 - 10.11.2 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 10.11.3 announce those persons to be Trustees to fill the vacancies arising;
 - 10.11.4 appoint auditors for the Charity; and
 - 10.11.5 may determine any issues of policy or deal with any other business put before them.

11. Appointment of Proxies

- 11.1 Proxies may only be validly appointed by a notice In Writing which:
- 11.1.1 states the name and address of the Member appointing the proxy;
 - 11.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 11.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 11.1.4 is delivered to the Charity in accordance with Article 15.8 ;
 - 11.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 11.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 11.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

12. Voting at General Meetings

- 12.1 A resolution at a general meeting shall be decided by a Show of Hands, unless a poll is demanded.
- 12.2 Except where a Special Resolution is required, every issue is decided by a majority of the votes cast.

- 12.3 Subject to Article 12.4, every Member present in person or by proxy or through an Authorised Representative (including, for the avoidance of doubt, persons attending by Virtual Means) has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a Show of Hands.
- 12.5 A poll on a resolution may be demanded:
- 12.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 12.5.2 at a general meeting, either before a Show of Hands on that resolution or immediately after the result of a Show of Hands on that resolution is declared.
- 12.6 A poll may be demanded by:
- 12.6.1 the chairman of the meeting;
 - 12.6.2 any Trustee;
 - 12.6.3 two or more persons having the right to vote on the resolution; or
 - 12.6.4 a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.
- 12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.
- 12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 13. Written Resolutions**
- 13.1 Subject to Article 13.7, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 13.2 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees).
- 13.3 The Trustees must circulate any proposed written resolution to all Members, together with:
- 13.3.1 any accompanying statement;
 - 13.3.2 guidance on how to signify agreement to the resolution; and
 - 13.3.3 the date by which the resolution must be passed if it is not to lapse.
- 13.4 A Member signifies agreement to a proposed written resolution when the Charity receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 13.5 Subject to Article 13.6, a written resolution is passed when:
- 13.5.1 in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
 - 13.5.2 in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.

- 13.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 13.7 The following may not be passed as a written resolution:
 - 13.7.1 a resolution to remove a Trustee before his period of office expires; and
 - 13.7.2 a resolution to remove an auditor before his period of office expires.

14. Records and Accounts

- 14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 14.1.1 annual reports;
 - 14.1.2 annual returns; and
 - 14.1.3 annual statements of account.
- 14.2 The Trustees must keep proper records of:
 - 14.2.1 all resolutions of Members passed otherwise than at a general meeting;
 - 14.2.2 all proceedings at general meetings;
 - 14.2.3 all proceedings at meetings of the Trustees;
 - 14.2.4 all reports of committees; and
 - 14.2.5 all professional advice obtained.
- 14.3 The records referred to in Articles 14.2.1, 14.2.2 and 14.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

15. Communication with Members

- 15.1 The Charity may validly send or supply any document (including any notice) or information to a Member:
 - 15.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;
 - 15.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
 - 15.1.3 by fax to a fax number notified by the Member In Writing;
 - 15.1.4 by electronic mail to an email address notified by the Member In Writing;
or

- 15.1.5 by means of a website the address of which has been notified to the Member In Writing;
- in accordance with this Article 15.
- 15.2 The Charity may only send a document or information to a Member by electronic mail:
- 15.2.1 where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- 15.2.2 to the address specified for that purpose by the Member.
- 15.3 The Charity may supply a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity supplying documentation and/or information to him in that manner, provided that:
- 15.3.1 the request stated clearly what the effect of failure to respond would be;
- 15.3.2 when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to the same or a similar type of document or information being supplied via a website;
- 15.3.3 the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- 15.3.4 the Charity complies with the requirements of Articles 15.4 and 15.5.
- 15.4 When supplying information or a document via a website, the Charity must also send a letter and/or an email to each intended recipient notifying them of:
- 15.4.1 the presence of the document or information on the website;
- 15.4.2 the address of the website;
- 15.4.3 the place on the website where it may be accessed; and
- 15.4.4 how to access the document or information.
- 15.5 Where information or a document is supplied to Members via a website in accordance with this Article, the document or information must remain on the website:
- 15.5.1 in the case of notice of a general meeting, until after the general meeting has ended; and
- 15.5.2 in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15.4.
- 15.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 15.6.1 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
- 15.6.2 two Clear Days after being sent by first class post to the relevant address;
- 15.6.3 three Clear Days after being sent by second class or overseas post to the relevant address;

- 15.6.4 on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 15.4);
 - 15.6.5 on being handed to the Member personally; or if earlier
 - 15.6.6 as soon as the Member acknowledges actual receipt.
- 15.7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 15.8 Members may validly send any notice or document to the Charity:
- 15.8.1 by post to
 - (a) the Charity's registered office; or
 - (b) any other address specified by the Charity for such purposes;
 - 15.8.2 to any fax number or email address provided by the Charity for such purposes.

16. Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

17. Guarantee

- 17.1 The liability of Members is limited.
- 17.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

18. Indemnity

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity;

19. Winding Up

- 19.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:
 - 19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes the same as or similar to the Objects;
 - 19.1.2 directly for the Objects or charitable purposes similar to the Objects;
 - 19.1.3 in such other manner consistent with charitable status as the Commission approves In Writing in advance.
- 19.2 A final report and statement of account must be sent to the Commission.

20. Interpretation

- 20.1 In the Articles:

AGM means an annual general meeting of the Charity.

Articles means these articles of association.

Authenticated Document means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement).

Authorised Representative means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles.

Chairman means the President.

Charities Acts means the Charities Acts 1992 to 2011.

Charity means the company governed by the Articles.

Charity Trustee has the meaning prescribed by section 177 of the Charities Act 2011.

Clear Days means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.

Commission means the Charity Commission for England and Wales.

Companies Acts means the Companies Acts 1985 to 2006.

EGM means an extraordinary general meeting of the Charity.

Financial Expert means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

Material Benefit means a benefit which may or may not be financial but which has a monetary value.

Member and Membership refer to voting membership of the Charity.

Month means calendar month.

Objects means the objects of the Charity set out in Article 3.

Ordinary Resolution means a resolution of the Members that is permitted to be passed by a simple majority.

Person Connected to a Trustee means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest).

Personal Interest means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance.

Properly Incurred means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity.

Relevant Liability means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity.

Secretary means the Secretary of the Charity.

Show of Hands means a show of hands as a means of voting at a general meeting and includes any equivalent available pursuant to Virtual Means.

Special Resolution means a resolution of the Members that is required under the Companies Acts to be passed by a majority of 75% or more.

Taxable Trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax.

Trustee means a director of the Charity and Trustees means all of the directors.

Virtual Means means electronic facilities of a nature determined at the discretion of the Trustees, which enable a person attending a general meeting:

- (a) to communicate with all those attending the meeting, during the meeting, in respect of any information or opinions which the person has on the business of the meeting; and
- (b) to vote, during the meeting, on resolutions put to the vote at the meeting and have that vote taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

Written or In Writing refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail.

Year means calendar year.

20.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

- 20.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 20.4 References to one gender shall include any other gender.
- 20.5 Articles 3, 4.23, 8 and 19 must not be changed without the prior Written authorisation of the Commission.
- 20.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.