

**THE COMPANIES ACT 1985 TO 1989**

**A COMPANY LIMITED BY GUARANTEE**

**AND**

**NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**DRUGSCOPE**

**Incorporated under the Companies Act 1985 on**

**24<sup>th</sup> January 1968 under No. 926236**

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**MEMORANDUM OF ASSOCIATION**

**The Companies Act 1985 to 1989**

**A COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

Memorandum of Association

of

DrugScope

1. The name of the company (hereinafter called the "Company") is DrugScope.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
  - 3.1 the advancement of education of the public and organisations in drug policies and drug related issues;
  - 3.2 to preserve and safeguard the interests of the public in connection with drug policies and drug related issues;
  - 3.3 to help relieve and encourage others to help relieve in cases of need hardship or distress groups or individuals with drug related problems;
  - 3.4 to carry out and promote research into drug policies and drug related issues and to publish and disseminate the results of such research and other relevant information for the benefit of the public;
  - 3.5 to give advice and assistance with respect to the formulation of drug policies and with respect to drug related issues;
  - 3.6 to foster and encourage co-operation between individuals voluntary organisations and / or public bodies whether local national or international operating in connection with drug policies and drug related issues.
4. In furtherance of the said objects but not further or otherwise the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
  - 4.1 To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Company's objects and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Company.
  - 4.2 Subject to such consents as may be required by law to sell exchange let mortgage dispose of turn to account or otherwise deal with all or any of the property or assets of the Company as may be necessary with a view to the promotion of its objects.
  - 4.3 Subject to such consents as may be required by law to borrow and raise money and secure or discharge any debt or obligation of the Company in such a manner as

may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company or by the creation and issue of debentures debenture stock or other obligations or securities of any description.

- 4.4 To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription (whether or not under deed of covenant) donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for its primary charitable objects.
- 4.5 To undertake and execute either gratuitously or otherwise any charitable trust the undertaking and execution whereof shall further the attainment of the Company's objects.
- 4.6 To set aside funds for special purposes or as reserves against future expenditure.
- 4.7 To invest the monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit and to vary the investment thereof in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 4.8 To delegate the management of investments to a financial expert but only on terms that:
  - 4.8.1 the investment policy is set down in writing for the financial expert by the Board;
  - 4.8.2 every transaction is reported promptly to the Board;
  - 4.8.3 the performance of the investments is reviewed regularly with the Board;
  - 4.8.4 the Board is entitled to cancel the delegation arrangements at any time;
  - 4.8.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.8.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Board on receipt;
  - 4.8.7 the financial expert must not do anything outside the powers of the Board.
- 4.9 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.10 To enable groups of members to form branches interest groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for or conducive to the objects of the Company and at its discretion to dissolve any such branches interest groups or other voluntary groups or dissociate them from the Company. Each branch interest group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Board.

- 4.11 To establish support act as trustee of or aid in the establishment and support of any charitable associations institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the objects of the Company or which shall further its interests or any of them.
- 4.12 To make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses widows and other dependants and to provide life health accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them.
- 4.13 To provide indemnity insurance to cover the liability of the Board (or any Board Member) which by virtue of any rule of law would otherwise attach to it or him in respect of any negligence default breach of trust or breach of duty of which it or he may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board (or any Board Member) knew to be a breach of trust or breach of duty or which was committed by the Board (or any Board Member) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to criminal prosecution brought against the Board (or any Board Member) in its or their capacity as the Board Member of the Company.
- 4.14 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 4.15 To co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the Company's objects or similar available purposes and to exchange information and advice with them.
- 4.16 To make representations to policy makers on any aspects of drug policies and drug related issues.
- 4.17 To subscribe to support affiliate become a member of amalgamate with or cooperate with any other charitable organisation institution society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
- 4.18 To purchase or otherwise acquire and undertake all or such part of the property assets liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations institutions societies or bodies having objects altogether or in part similar to those of the Company.
- 4.19 To use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet.
- 4.20 To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses.
- 4.21 To provide financial assistance to make grants and donations to and to provide equipment and apparatus for the furtherance of the objects of the Company.

- 4.22 To make applications for consent under bye-laws or regulations and other like applications.
- 4.23 To pay out of the funds of the Company the cost charges and expenses of and incidental to the formation and registration of the Company.
- 4.24 To enter into contracts co-operate with and provide services to or on behalf of other bodies.
- 4.25 To establish and maintain a library and associated information services for the use of Members and others interested in drug policies and drug related issues.
- 4.26 To do all such other lawful and charitable things as shall further the attainment of the above objects.
- 5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members and no Board Member shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:
  - 5.1 of reasonable and proper remuneration to any Member officer or servant of the Company not being a Board Member for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member officer or servant of the Company;
  - 5.2 of interest at a reasonable rate on money lent by any Member or Board Member;
  - 5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Board Member;
  - 5.4 of fees remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 1/100<sup>th</sup> part of the issued share capital of the Company;
  - 5.5 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Board member for goods or services provided that such Board Member was prior to his election or appointment already supplying goods or services to the Company and further that such goods or services are supplied at a price not exceeding the fair market price on normal trade terms and further that such Board Member shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter;
  - 5.6 to any board Member of reasonable out-of- pocket expenses;
  - 5.7 of the usual professional charges done by any Board Member who is a solicitor, accountant or other person engaged in a profession or by any partner of his when instructed by the company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Board benefit under this provision and that a Board Member shall withdraw from any meeting at which his appointment or remuneration or that of his partner is under discussion;

- 5.8 the payment of any premium in respect of any indemnity insurance to cover the liability of the Board (or any Board Member) 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 Company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board (or any Board Member) knew to be a breach of trust or breach of duty or which was committed by the Board (or any Board Member) 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 Board (or any Board Member) in its or their capacity as the Board or Board Member of the Company;
- 5.9 of proper and reasonable remuneration to a Board Member who is requested by the Company to provide specialist services or skills in furtherance of the objects of the Company such as and without prejudice to the generality of the foregoing the carrying out of a research project provided that such Board Member shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter; and
- 5.10 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance).
6. The liability of the Members is limited.
7. Every member undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.
8. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent that at least as great as is imposed on the Company under or by virtue of clause 5 of this Memorandum such charitable institution or institutions to be determined by the Members of the Company at or before the time of dissolution or in default by the Charity Commissioners if and so far as effect cannot be given to such provision then to some other charitable object.

We the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

**NAMES AND ADDRESSES OF SUBSCRIBERS**

H Greenfield

Westminster House

Millbank

London SW1

Bank and Company Director

F H Logan

Rusham End

Shalford

Surrey

Civil Servant (Retired)

Witness to the above signatures:    G H Charlton  
Westminster House  
7 Millbank  
London SW1

Date: 9<sup>th</sup> January 1968

**ARTICLES OF ASSOCIATION**  
**The Companies Act 1985 to 1989**  
**COMPANY LIMITED BY GUARANTEE**  
**AND**  
**NOT HAVING A SHARE CAPITAL**

Articles of Association

of

DrugScope

**INTERPRETATION**

1. In these Articles the words in the first column of the table below shall bear the meanings set opposite to them in the second column if not inconsistent with the subject or context.

“the Act”	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
“these Articles”	These Articles of Association as originally adopted or from time to time altered.
“Auditors”	The Auditors of the Company as provided in the Articles.
“a Board Member”	A director of the Company.
“the Board” or the “Board Members”	The directors of the Company.
“the Company”	DrugScope.
“Members”	The Members of the Company for the purposes of the Act.
“the Memorandum”	The Memorandum of Association of the Company.
“Month”	Calendar month.
“the Office”	The Registered Office of the Company.
“the Register”	The Register of Members of the Company kept pursuant to Section 352 of the Act.
“the Seal”	The Common Seal of the Company if it has one.
“the Secretary”	Any person appointed to perform the duties of secretary of the Company.

“in Writing” written printed lithographed or photographed or partly one and partly another and other modes of representing or reproducing words in a visible form.

“Year” calendar year.

Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine. Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these Articles.

2. When any provision of the Act is referred to the reference is to such provision as modified or re-enacted by any statute for the time being in force.

## **MEMBERS**

3. The number of Members with which the Company proposes to be registered is unlimited.
4. The Members shall be the subscribers to the Memorandum and such persons and organisations who have applied in a manner determined by the Board to become Members whose application shall be approved by the Board and who have consented in writing to become Members and whose names shall have been entered in the Register.
5. The rights and privileges of a Member shall be personal to the Member and shall cease on death. In the case of a Member which is an organisation any rights and privileges of a representative acting in such a representative capacity of the organisation shall cease either on the death of that representative or when they shall cease to be a representative of the organisation.
6. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his becoming a Member.
7. A Member shall cease to be a Member and his name shall be removed from the Register:
  - 7.1 if he resigns by giving three months notice in writing of his resignation to the Secretary;
  - 7.2 if he is admitted to hospital under the Mental Health Act 1983 or if he becomes a patient for the purposes of Part VII of that Act;
  - 7.3 if he becomes bankrupt or makes any arrangements or composition with his creditors generally or (being a company) goes into liquidation other than for the purposes of solvent reconstruction;
  - 7.4 if he otherwise ceases to qualify for membership under the Articles; or
  - 7.5 is removed from membership by resolution of the Board on the ground that in their reasonable opinion the Member’s continued membership is harmful to the Company (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 fourteen clear days after receiving notice);

- 7.6 if he fails to pay within two months of being demanded by the Board a membership fee the amount of which shall be determined by the Board.
8. Membership of the Company is not transferable.

## **GENERAL MATTERS**

9. The Company shall hold in each year a General Meeting as its 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 fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next Provided that so long as the company holds the first Annual General Meeting within eighteen months of its incorporation it need not hold one in the year of its incorporation or in the following year. The Annual General meeting shall be held at such a time and place as the Board or its Chairman shall appoint.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Board or its Chairman may whenever it or he thinks fit call General Meetings and on the requisition of Members pursuant to the provision of the Act shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If at any time there are not within the United Kingdom sufficient Board Members capable of acting to form a quorum any Board Member or any Member may call a General Meeting.

## **NOTICES OF GENERAL MEETINGS**

12. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty one clear days notice in writing at the least and a meeting of the company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by fourteen clear days notice in writing at the least but a General Meeting may be called by shorter notice if it is so agreed:
  - 12.1 in the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and
  - 12.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than ninety five percent of the total voting rights at that meeting of all the Members.
13. The notice shall specify the time and place of the meeting and in the case of an Annual General Meeting shall specify the meeting as such. The notice shall be given to all Members and to the Board and Auditors.
14. 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.

## PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided one third of the Members or a minimum of ten Members present in person whichever is the lesser shall be a quorum.
16. If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present the meeting if convened on the requisition of Members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such day time and place as the Chairman of the meeting or the Board shall appoint and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting the Members present shall be a quorum.
17. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company or if he shall not be present within fifteen minutes after the time appointed for holding the meeting or shall be unwilling to preside the Vice Chairman (if any) of the Board shall if present and willing to act preside as Chairman failing which the Members present shall elect one of their number to be Chairman of the meeting.
18. The Chairman may with the consent of any 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 any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
19. 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. Otherwise it shall not be necessary to give any such notice.
20. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
  - 20.1 demanded by the Chairman; or
  - 20.2 by at least five Members present in person.

Unless a poll is so demanded a declaration by the Chairman that a resolution has been 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 proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

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.

21. A poll shall be taken as the Chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the

results of a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

22. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
23. No poll may be demanded on the election of a Chair of a meeting or on any question of adjournment.
24. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting shall except in the case of a resolution for altering the constitution of the Board be entitled to a second or casting vote.
25. A resolution in writing executed by or on behalf of each member entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as it is as if it had been passed at a General Meeting duly convened and held and may consist of several documents in the like form each executed by or on behalf of one or more Members.
26. Any organisation which is a Member may by resolution of its directors or other governing body appoint any named person to act as its representative at any General meeting of the company and such representative shall be entitled to exercise the same powers on behalf of the organisation which he represents as if he had been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.

#### **VOTES OF MEMBERS**

27. Every Member shall have one vote to be cast by the Member either personally or by proxy.
28. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney authorised in writing.
- 29.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of it shall be deposited at the Office not less than twenty four hours before the time appointed for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

Any instrument appointing a proxy shall be in a form determined from time to time by the Board.

Any instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no information in writing of the death insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

31. 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.

## THE BOARD

32. Until otherwise determined by a General Meeting the number of Board Members shall not be less than eight nor more than fifteen and shall comprise:

32.1 Up to 8 individuals who shall be appointed by the Board (the "Appointed Board Members");

32.2 Up to 7 individuals who shall be elected by the Members (the "Elected Board Members")

- 33.1 The first Board Members (the "First Board Members") shall be:

Joy Barlow	Kirkhouse Steading
	Innerleithen
	Peebleshire

Dr Virginia Berridge	Hillfield Road
	London

Dr Philip Feming	Stafford Road
	Petersfield
	Hampshire

Peter Haynes	Chelford Road
	Prestbury
	Cheshire

Rex Hewitt	Limehouse Cut
	London

Anne Hooper

Lavender Grove

London

Chris Morgan

Laurel Road

Barnes

London

The Rt. Hon. The Lord Newton of Braintree OBE

Church Street

Coggeshall

Colchester

Essex

David Partington

Springfield Park

Twyford

Berkshire

Kamlesh Patel

Crestwood Close

Bradford

West Yorkshire

Prof Geoffrey Pearson

Godolphin Road

London

Phil Willan

Mellor Lane

Mellor

Blackburn

Lancashire

- 33.2 The First Board Members shall retain office until the conclusion of a Board Meeting to be held immediately prior to the General Meeting referred to in Article 33.3 unless they shall stand for re-appointed and be re-appointed provided the number of re-appointed First Board Members shall not exceed eight. At the end of the said Board Meeting the re-appointed First Board Members shall be the Appointed Board Members.
- 33.3 A General Meeting shall be held within six months from the date adoption of the Memorandum and these Articles at which the First Elected Board Members shall be elected.
- 33.4 Prior to their election and appointment to the Board all nominations for prospective Board Members shall be first approved by the Board in accordance with any rules and regulations adopted for this purpose.
- 34.1 Appointed Board Members shall hold office for a term of three years and shall be eligible for reappointment for a further term of three years provided that no Appointed Board Member shall hold office for more than two consecutive three year terms.
- 34.2 Elected Board Members shall hold office for a term of three years and shall be eligible for re-election for a further term of three years provided that no Elected Board Member shall hold office for more than two consecutive three year terms.
35. The Board may from time to time appoint an individual as a Board Member either to fill a casual vacancy or by way of addition to the Board provided that the prescribed maximum number of Board Members contained in Article 32 shall not be exceeded. Any Board Member so appointed shall retain office only until the next Annual General Meeting but he shall then be eligible for re-election.
36. No person shall be entitled to act as a Board Member whether on a first or any subsequent entry into office until he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Memorandum and Articles of Association of the Company.
37. A Board Member who attains the age of seventy years shall be deemed automatically to have retired.

## **POWERS AND DUTIES OF THE BOARD**

38. Subject to the provisions of the Act the Memorandum and these Articles and to any directions given by special resolution the business of the Company shall be managed by the Board which may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Board 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 Board by these Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
39. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and assets or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt liability or obligation of the Company or of any third party.

40. Subject to the provisions of the Memorandum and these Articles the Board may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles.
41. Except to the extent permitted by clauses 4 and 5 of the Memorandum no Board Member shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Board Member in any other contract to which the Company is a party.

#### **DISQUALIFICATION OF BOARD MEMBERS**

42. The office of a Board Member shall be vacated:
- 42.1 if he becomes bankrupt or he makes any arrangement or composition with his creditors;
- 42.2 if he is or may be suffering from mental disorder and either:
- 42.2.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960; or
- 42.2.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver or curator bonis or other person to exercise powers with respect to his property or affairs.
- 42.3 if by notice in writing to the Company he resigns his office;
- 42.4 if he ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
- 42.5 if he has been convicted of any offence involving dishonesty or deception;
- 42.6 if in the case of an Elected Board Member he ceases to be a Member;
- 42.7 if during any twelve month period he absents himself from any three meetings of the Board without special leave of absence from the Board.

#### **THE BOARD MEMBERS' EXPENSES**

43. The Board Members may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or General Meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

#### **PROCEEDINGS OF THE BOARD**

44. The Board or any committee of the Board may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned. Unless so determined the quorum shall be five or one third of the members of the body concerned whichever is the greater. Questions arising at any meeting shall be

decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second casting vote.

45. The Chairman or Vice-Chairman of the Board may and on the request of two Board Members shall at any time call a meeting of the Board.
46. The Board for the time being may act notwithstanding any vacancy in its body but if and so long as its number is less than the number fixed as the quorum it shall be lawful for it to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
47. The Board may from time to time elect from amongst its number a Chairman and a Vice-Chairman and may determine for what period they are to hold office. The Chairman shall be entitled to preside at all meetings of the Board at which he shall be present. If there shall be no Chairman or if at any meeting he is unwilling to do so or is not present within five minutes after the time for holding the meeting the Vice-Chairman shall act as Chairman of the meeting and if no Vice-Chairman is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting the Board Members present shall choose one of their number to be Chairman of the meeting. A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if he shall so long remain a Board Member. A retiring Chairman and Vice-Chairman may be re-elected.
48. The Board may appoint one or more committees consisting of two or more Board Members for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Board. Any committee appointed under this Article may co-opt as additional members any persons whose assistance may be deemed to be of value to the work of the committee.
49. All acts bona fide done by any meeting of the Board or of any committee of the Board or by any person acting as a Board member shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Board Member or person acting as aforesaid or that they or 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 Board Member and had been entitled to vote.
50. The Board shall cause proper minutes to be made in books provided for the purpose:
  - 50.1 of all appointments of officers made by the Board; and
  - 50.2 of the names of Board Members present at each meeting of the Board and of any committee of the Board; and
  - 50.3 of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board; and

- 50.4 any minutes of any meeting if purporting to be signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.
51. A resolution in writing signed by all the Board Members for the time being or of any committee of the Board entitled to receive notice of a meeting of the Board or of any such committee of the Board (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and held. The resolution may consist of more than one documents in the like form each signed by one or more than one person.

#### **SECRETARY**

52. The Secretary shall be appointed by the Board for such term at such remuneration (if not a Board Member) and upon such conditions as it may think fit and any Secretary so appointed may be removed by the Board.
53. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Board and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Board Member and as or in place of the Secretary.

#### **HONORARY TREASURER**

54. An honorary treasurer shall be appointed by the Board for such term and upon such conditions as it may think fit and any honorary treasurer so appointed may be removed by the Board.

#### **THE SEAL**

55. The Board shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Board or of a committee of the Board authorised by the Board Members in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Board Member and shall be countersigned by the Secretary or by a second Board member or by some other person appointed by the Board for that purpose.

#### **HONORARY OFFICERS**

56. The Board may at any time and from time to time appoint any person whether a Member or not to be President or Vice-President or a Patron of the Company but such offices shall be honorary offices carrying no executive duties or responsibilities and no voting powers.

#### **ACCOUNTS**

57. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company carrying on activities of the nature carried on by the Company.

#### **ANNUAL REPORT**

58. The Board shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of

any annual report and its transmission to the Charity Commissioners for England and Wales.

## **ANNUAL RETURN**

59. The Board shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners for England and Wales

## **NOTICES**

- 60.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Company.
- 60.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 60.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 60.3.1 within three days after being sent by electronic means or delivered by hand to the relevant address;
  - 60.3.2 two clear days after being sent by first class post to that address;
  - 60.3.3 three clear days after being sent by second class or overseas post to that address;
  - 60.3.4 on the date of publication of a newspaper containing the notice;
  - 60.3.5 on being handed to the Member or in the case of a Member organisation its authorised representative personally or if earlier;
  - 60.3.6 as soon as the Member acknowledges actual receipt.
- 60.4 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

## **DISSOLUTION**

61. Clause 8 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if provisions of that clause were repeated in these Articles.

## **INDEMNITY OF THE BOARD AND OFFICERS**

62. Subject to the provisions of the Act every Board Member, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and no Board Member, Auditor, Secretary or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

We the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum.

## **NAMES AND ADDRESSES OF SUBSCRIBERS**

H Greenfield

Westminster House

Millbank

London SW1

Bank and Company Director

F H Logan

Rusham End

Shalford

Surrey

Civil Servant (Retired)

Witness to the above signatures:      G H Charlton  
Westminster House  
7 Millbank  
London SW1

Date: 9<sup>th</sup> January 1968