

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Motor Neurone Disease Association**

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## **The Companies Acts 1985 to 2006**

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

#### **Articles of Association of Motor Neurone Disease Association**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

### **OBJECTS AND POWERS**

#### **2. Objects**

The objects of the Association are:

- 2.1 the relief of persons who are, or who are suspected of being, affected by Motor Neurone Disease and its associated conditions ("the beneficiaries") by seeking to ensure that such persons and their families and carers receive such help and assistance as is calculated to relieve their need; and
- 2.2 to commission, undertake, promote, monitor and manage research into all aspects of Motor Neurone Disease and its associated conditions and causes and work towards their prevention and cure and to publish and disseminate the useful results for the benefit of the public.

#### **3. Powers**

To further its objects the Association may:

- 3.1 provide financial support for beneficiaries in cases of need and to provide or procure the provision of items, services or facilities which are calculated to alleviate the hardship and/or suffering of the beneficiaries;
- 3.2 provide support, assistance and guidance for the beneficiaries;
- 3.3 undertake all measures whereby the suffering of the beneficiaries may be alleviated and they may be assisted to fulfil their physical, intellectual, emotional and social potential;
- 3.4 promote and provide facilities for the care of and therapy for the beneficiaries;
- 3.5 promote and encourage the provision of services, facilities and resources for the benefit of the beneficiaries and the improvement of existing services and facilities by statutory and other bodies and organisations;
- 3.6 enable beneficiaries to establish contact with other beneficiaries and to disseminate information and advice and provide facilities for their assistance;

- 3.7 make such charges as the Association shall consider fit for or to provide free of charge any of the services provided by it;
- 3.8 promote and provide facilities for the training of persons caring for, helping or concerned with the beneficiaries;
- 3.9 promote, manage and monitor research into all aspects of Motor Neurone Disease and its associated conditions and their causes and work towards their prevention and cure and to disseminate the results of such research;
- 3.10 foster public awareness and understanding of Motor Neurone Disease and its associated conditions, and of the existence and objects of the Association;
- 3.11 provide an information and consultancy service and to assist in the preparation of educational materials generally;
- 3.12 through any media whether physical or virtual (including social media) publish and distribute any relevant instructional material;
- 3.13 purchase or otherwise acquire or found and carry on schools and training courses, and run lectures, seminars, conferences and courses;
- 3.14 bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- 3.15 establish local branches and groups of the Association, recognise and authorise such branches and groups and withdraw such recognition or authorisation and finance, control and regulate the affairs of such branches and groups;
- 3.16 exercise such powers as are from time to time granted by statute to trustees of charitable trusts provided that such powers shall not be exercised in any way that is inconsistent with any other provision in these Articles;
- 3.17 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English, Welsh or Northern Irish charity may properly undertake;
- 3.18 enter into contracts to provide services to or on behalf of other bodies;
- 3.19 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.20 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Association must comply as appropriate with the Charities Act 2011);
- 3.21 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an

- obligation (the Association must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.22 set aside funds for special purposes or as reserves against future expenditure;
  - 3.23 invest the Association's money not immediately required for its objects in or upon any investments, securities, or property;
  - 3.24 arrange for investments or other property of the Association to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England, Wales or Northern Ireland) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
  - 3.25 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
  - 3.26 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
  - 3.27 accept (or disclaim) gifts of money and any other property;
  - 3.28 raise funds by way of subscription, donation or otherwise;
  - 3.29 trade in the course of carrying out the objects of the Association and carry on any other trade or transaction which is not expected to give rise to taxable profits;
  - 3.30 incorporate and acquire subsidiary companies to carry on any trade;
  - 3.31 subject to Article 4 (limitation on private benefits):
    - 3.31.1 engage and pay employees, consultants and professional or other advisers; and
    - 3.31.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
  - 3.32 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
  - 3.33 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Association's objects) and to pay appropriate subscriptions, fees or other costs;
  - 3.34 undertake and execute charitable trusts;
  - 3.35 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
  - 3.36 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

- 3.37 insure the property of the Association against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Association;
- 3.38 provide indemnity insurance to cover the liability of the Board of Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty which they may be guilty in relation to the Association, including without limitation any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
- 3.38.1 any liability to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - 3.38.2 any act or omission which the Board of Trustees knew to be a breach of trust or breach of duty or which was committed by the Board of Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not;
  - 3.38.3 the costs of an unsuccessful defence to a criminal prosecution brought against the Board of Trustees in their capacity as directors of the Association; or
  - 3.38.4 any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 where the basis of the Trustees' liability is their 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
- 3.39 do all such other lawful things as may further the Association's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Association from whatsoever source derived shall be applied solely towards the promotion of its objects and no portion thereof shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever, by way of profit to the members of the Association and no member of its Board of Trustees 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.

**PROVIDED THAT** nothing herein shall prevent any payment in good faith by the Association:

- 4.1.1 of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Board of Trustees) for any services rendered to the Association;

- 4.1.2 of interest on money lent by any member of the Association (or of its Board of Trustees) at a rate per annum not exceeding 1% below the Bank of England Base Rate provided that the rate shall not be less than zero.
- 4.1.3 of reasonable and proper rent for premises demised or let by any member of the Association (or of its Board of Trustees);
- 4.1.4 of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Board of Trustees may be a member holding not more than 1/100th part of the issued share capital of the company;
- 4.1.5 to any member of the Board of Trustees in respect of reasonable out-of-pocket expenses;
- 4.1.6 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.38;
- 4.1.7 of a benefit to a Trustee or a person Connected to a Trustee in his, her or its capacity as a beneficiary; and
- 4.1.8 of payment to a Trustee or other officer of the Association under an indemnity from the Association in accordance with the indemnity provisions set out at Article 6;

Provided that where benefits are conferred under this Article 4, Article 23 (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Association's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Association shall be indemnified out of the assets of the Association in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Association may be indemnified out of the assets of the Association in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.



## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

#### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.

#### **8. Members' reserve power**

8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

#### **9. Chair and Vice-Chair**

The Chair and Vice-Chair of the Trustees shall be appointed in accordance with Article 30.

#### **10. Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

## **11. Committees**

### **11.1 In the case of delegation to committees:**

- 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
- 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
- 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 For the avoidance of doubt, the Trustees may (in accordance with Articles 10 and 11.1) delegate any financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Trustees.

11.3 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **12. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Association to a chief executive or other manager or managers:

- 12.1 the delegated power shall be to manage the Association by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 12.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts which are sufficient to explain the financial position of the Association.

### **13. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 timely reports of all transactions are provided to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

### **14. Regulations**

- 14.1 The Trustees may from time to time make, repeal or alter such regulations as they think fit as to the management of the Association and its affairs. The regulations shall be binding on all members of the Association. No regulation shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The regulations may regulate the following matters but are not restricted to them:
  - 14.2.1 the duties of any officers or employees of the Association;
  - 14.2.2 the admission of members of the Association and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;
  - 14.2.3 the conduct of members of the Association in relation to one another, and to the Association's employees and volunteers;
  - 14.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
  - 14.2.5 the procedure at general meetings, and the arrangements for casting of votes in advance of a general meeting;
  - 14.2.6 any of the matters or things within the powers or under the control of the Trustees; and
  - 14.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Association in general meeting has the power to alter, add to or repeal the regulations.

## ***DECISION-MAKING BY TRUSTEES***

### **15. Trustees to take decisions collectively**

Any decision of the Trustees must be either:

- 15.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or
- 15.2 a unanimous decision taken in accordance with Article 22;

### **16. Calling a Trustees' meeting**

- 16.1 Four Trustees may (and the Secretary, if any, must at the request of four Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least fourteen Clear Days' notice unless either:
  - 16.2.1 all the Trustees agree; or
  - 16.2.2 the Chair or Vice-Chair decides that urgent circumstances require shorter notice.
- 16.3 Notice of Trustees' meetings must be given to each Trustee.
- 16.4 Every notice calling a Trustees' meeting must specify:
  - 16.4.1 the place, day and time of the meeting;
  - 16.4.2 the general nature of the business to be considered at such meeting; and
  - 16.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 16.5 Notice of Trustees' meetings must be in Writing.
- 16.6 Article 55 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

### **17. Participation in Trustees' meetings**

- 17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
  - 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

17.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **18. Quorum for Trustees' meetings**

18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four, and unless otherwise fixed it is four.

18.3 If the total number of Trustees for the time being is less than the minimum required by Article 26.1, the Trustees must not take any decision other than a decision:

18.3.1 to appoint further Trustees; or

18.3.2 to hold a ballot so as to enable the members to elect further Trustees.

## **19. Chairing of Trustees' meetings**

The Chair or in his or her absence, the Vice-Chair, shall preside as chair of each Trustees' meeting. In the absence of the Vice-Chair, another Trustee nominated by the Trustees present shall preside.

## **20. Casting vote**

20.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **21. Attendance at Trustees' Meetings**

The Trustees may invite other persons to attend their meetings, with or without speaking rights, and without voting rights.

## **22. Unanimous decisions without a meeting**

22.1 A decision is taken in accordance with this Article 22 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest which, under Article 23, results in them not being entitled to vote.

22.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

22.3 A decision which is made in accordance with this Article 22 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

22.3.1 approval from each Trustee must be received by one person being the Secretary or such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;

22.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 22.3;

22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

22.3.4 the Recipient must prepare a minute of the decision in accordance with Article 59 (Minutes).

## **23. Trustee interests and management of conflicts of interest**

### *Declaration of interests*

23.1 A Trustee must declare the nature and extent of:

23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Association; and

23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Association or his or her duties to the Association.

### *Participation in decision-making*

23.2 If a Trustee’s interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Association, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee’s interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

23.3 If a Trustee’s interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Association, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

23.3.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Association (as permitted under Article 4.1.7) and which is available generally to the beneficiaries of the Association;

- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.38;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.1.5; or

23.3.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 23.4.

23.4 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 23.4, he or she must:

23.4.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

23.4.2 not be counted in the quorum for that part of the process; and

23.4.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Association***

23.5 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

23.5.1 the Trustee shall not be in breach of his or her duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

23.5.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**24. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

**25. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**26. Composition of the Board**

26.1 There shall be at least six and not more than sixteen Trustees.

- 26.2 The Board shall consist of:
- 26.2.1 Elected Trustees, elected by the members of the Association in accordance with Article 27; and
  - 26.2.2 Co-Opted Trustees, appointed by the Trustees in accordance with Article 28;
- provided that there shall always be a majority of Elected Trustees over Co-Opted Trustees and that no more than ten Trustees at any time (excluding the Chair and chair-elect of the Association) shall be Elected Trustees.
- 26.3 Only a member of the Association who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 29, shall be entitled to serve on the Board.
- 26.4 Under no circumstances shall any employee of the Association or any person aged less than eighteen be a Trustee.

## **27. Elected Trustees**

- 27.1 Elected Trustees shall be elected by ballot by the members of the Association at an election to be conducted in such manner as the Trustees may from time to time direct, provided that:
- 27.1.1 persons nominated for election shall be proposed and seconded by members of the Association
  - 27.1.2 no member shall be entitled to vote in the ballot unless all monies presently payable by him or her to the Association have been paid; and
  - 27.1.3 subject to Article 27.1.2, every member of the Association is given the opportunity to vote for as many candidates as there are available places on the Board.
- 27.2 Nominations papers nominating persons for election to the Board shall be in such form as the Trustees may from time to time decide or approve. Trustees may, after reviewing nominations, exclude from elections any person(s) so nominated who in their view might in any way be conflicted should they be elected.
- 27.3 Elections shall be held in advance of an annual general meeting and the election results shall be announced at the annual general meeting. The appointment of new Elected Trustees shall take effect at the end of the annual general meeting at which their election is announced.

### ***Automatic Retirement***

- 27.4 Each Elected Trustee shall retire from office at the end of the third annual general meeting following the commencement of his or her term of office. Subject to Article 27.5, an Elected Trustee retiring under this Article 27.4 may stand for re-election at the annual general meeting at which he or she is retiring, provided he or she is at that time eligible to serve and has been duly nominated subject to Article 27.2.



### ***Maximum term***

- 27.5 An Elected Trustee who has served for two consecutive terms of office as an Elected Trustee must take a break from office and may not be reappointed until the earlier of:
- 27.5.1 the first anniversary of the commencement of his or her break from office; and
  - 27.5.2 if applicable, the first annual general meeting following the annual general meeting at which his or her break from office commenced.

### ***Replacement***

- 27.6 Should any Elected Trustee (a “ceasing Trustee”) cease for any reason to be a Trustee before he or she was due to retire under Article 27.4, the Board may
- allow the vacancy to remain until the next annual general meeting. If the Board decides to allow the vacancy to remain until the next annual general meeting, the vacancy shall be filled by ballot in the usual manner in accordance with Articles 27.1 to 27.3.

## **28. Co-Opted Trustees**

- 28.1 Subject to Article 26.2, the Board may at any time appoint any member to serve on the Board as a Co-Opted Trustee, provided that the maximum number of Trustees specified in these Articles is never exceeded.
- 28.2 Subject to Articles 28 and 29, a Co-Opted Trustee shall remain in office for a term of up to two years. On expiration of the period of office for which he or she was appointed, a Co-Opted Trustee shall be eligible for:
- 28.2.1 reappointment by the Board as a Co-Opted Trustee; or
  - 28.2.2 election to the Board as an Elected Trustee provided that he or she is duly nominated following a one year break from office.

### ***Maximum Term***

- 28.3 Subject to Article 28.4, a Co-Opted Trustee may serve a maximum of three terms. Terms may or may not be consecutive.
- 28.4 In exceptional circumstances and with the recommendation of the Board of Trustees, the members of the Association may approve a Co-Opted Trustee serving one additional term of up to two years beyond the maximum of three terms.

## **29. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 29.1 he or she ceases to be a member of the Association;
- 29.2 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 29.3 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 29.4 he or she is adjudged bankrupt or a sequestration of the Trustee's estate has been awarded or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England, Wales and Northern Ireland which have an effect similar to that of bankruptcy;
- 29.5 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 29.6 he or she fails to declare an interest in a matter as required by Article 23 and the Trustees resolve that he or she be removed from office;
- 29.7 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 29.8 notification is received by the Association from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Trustees will remain in office when such resignation has taken effect);
- 29.9 he or she fails to attend three consecutive meetings of the Trustees during a continuous period of 12 consecutive months without special leave of absence from the Trustees and they resolve that he or she be removed for this reason;
- 29.10 at a general meeting of the Association, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 29.11 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution that he or she be removed from office is passed and a majority of the total number of Elected Trustees vote in favour of the resolution. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

## **OFFICERS AND PATRONS**

### **30. Officers**

- 30.1 A chair-elect shall be elected at the annual general meeting in the third year of office of each Chair. In the notice calling the relevant annual general meeting, a single candidate for the post of chair-elect shall be proposed by the Board and such candidate must be a member of the Association but need not be a member of the Board. If a majority of the members of the Association present in person or by proxy votes in his or her favour, he

or she shall be elected to the Board and shall take office as Chair automatically at the next annual general meeting.

- 30.2 If the Board's candidate for chair-elect is not elected then the next Chair shall be elected or appointed in accordance with the following provisions:
- 30.2.1 in the notice calling the annual general meeting at which a Chair is to be elected the Board shall propose a single candidate, being a member of the Association but not necessarily a member of the Board. If a majority of the members present in person or by proxy votes in favour of the proposed candidate, he or she shall be elected; and
- 30.2.2 if the candidate proposed by the Board in accordance with Article 30.2.1 is not elected the Board shall appoint a Chair from among their number either at the annual general meeting or at the next meeting of the Board provided that such appointee shall not be the nominee rejected at the annual general meeting by the members. The existing Chair shall continue in office until a new Chair is appointed or elected. The unelected candidate shall automatically be removed from the office of Trustee with effect from the end of the annual general meeting in the event that it causes the number of trustees to exceed the permissible maximum.
- 30.3 A Chair (whether or not an existing member of the Board) who is elected Chair may serve a term of four years from the annual general meeting at which he or she was elected notwithstanding that he or she would otherwise have been required to retire by rotation. For the purposes of calculating the number of available places on the Board for Elected Trustees and the order in which such Trustees are to retire, he or she shall be deemed to have retired on the date of his or her election or appointment as Chair. A Chair appointed by the Board shall be appointed to serve only until the next annual general meeting at which he or she must stand down as Chair but subject to Article 30.5 is eligible for re-election as Chair.
- 30.4 If a Chair ceases for any reason to be Chair during his or her term of office the Board shall appoint one of their number to be Chair until the next annual general meeting. Unless re-elected/re-appointed as Chair in accordance with the above provisions, a Chair so appointed shall (unless required to retire by rotation at such annual general meeting) resume his or her office as an ordinary member of the Board after the annual general meeting.
- 30.5 A Chair may serve no more than one term of office as Chair after which he or she shall retire and shall not be eligible to serve as Chair or otherwise as a Trustee until the first annual general meeting following his or her retirement. Any period of office as Chair served as a result of appointment in accordance with Article 30.4 shall not be counted as a term of office for the purposes of this Article 30.5.
- 30.6 Members of the Board shall elect from their own number a Vice-Chair at their first meeting following the annual general meeting, and may elect from their own number such other officers as may be decided from time to time, such elections taking place at times determined by the Board.

- 30.7 All elections and appointments of officers shall be regulated in such manner as the Board may from time to time direct.

### **31. Patrons**

The Board may elect an honorary president or presidents and honorary vice-president(s) and may approach suitable persons to be patrons of the Association and may remove such persons. Such honorary presidents, vice-presidents and patrons shall hold office for a period of three years from their election or appointment, at the expiration of which period they shall be eligible for further election or appointment by the Board. Honorary presidents, vice-presidents and patrons shall be entitled to attend and speak at all meetings of the Association, but shall not hold voting rights nor be considered to be members for any purpose of these Articles or of statute.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

### **32. Members**

- 32.1 The Board may at its discretion admit into membership of the Association:

32.1.1 individuals who have, or who are suspected of having, Motor Neurone Disease or its associated conditions;

32.1.2 any individual who is or has been a spouse, partner or carer of an individual falling within Article 32.1.1 above;

32.1.3 individuals who support the objects of the Association

32.1.4 All members of the family granted membership are, for voting purposes, being treated as a single member; and

32.1.5 individuals who shall have rendered to the Association exceptional services over a long period and who shall be known as “honorary life members”.

### ***Associate Members***

- 32.2 The Board may at its discretion admit into associate membership of the Association individuals, companies, societies, associations and statutory and other bodies who support or have a professional interest in the objects of the Association. Associate members shall be entitled to receive notice of and to attend general meetings of the Association, and to such other privileges as the Board or the Association may determine, provided that such associate members shall not hold voting rights within the Association, shall only be entitled to speak during meetings at the invitation of the Chair, shall not be counted for the purpose of calculating quorums, and shall not be treated as members of the Association for any other purpose of the Memorandum and

Articles of Association or of statute except where otherwise expressly indicated within these Articles.

- 32.3 The Board or the Association may from time to time establish sub-classes within the class of associate membership for the purpose of granting additional or differential rights and privileges, provided that such additional rights and privileges shall not extend to voting rights at meetings of the Association.

### ***Subscriptions***

- 32.4 The Board may at its discretion levy subscriptions on members of the Association at such rate(s) as it shall decide and may levy subscriptions at different rates on different classes or categories of members, save that:

32.4.1 individuals admitted into membership under Article 32.1.1 shall be entitled to free membership;

32.4.2 individuals admitted into membership under Article 32.1.2 shall be entitled to free membership.

32.4.3 individuals admitted to life membership under Article 32.1.5 shall be entitled to free membership.

- 32.5 The Board may exempt from the requirement to pay an annual subscription any member who is a member of a Branch Committee of the Association, a Committee Member of a Support Group, Development Group or Fundraising Group of the Association or who is accredited by the Association as an Association Visitor.

- 32.6 The Board may require that any person who is exempted from paying an annual subscription in accordance with Article 32.5 shall cease to be a member 12 weeks after he or she ceases to be a member of a Branch Committee of the Association, a Committee Member of a Support Group, Development Group or Fundraising Group of the Association or accredited as an Association Visitor unless within that period he or she has paid the annual subscription for the year in which he or she ceases to hold such office or ceases to be so accredited.

- 32.7 Upon admission to full or associate membership, an individual or organisation shall be entitled to participate in the appropriate local branch of the Association, where such a local branch exists.

- 32.8 Application for membership shall be made in such form as the Board may from time to time direct.

### ***Honorary Members***

- 32.9 In addition to the members referred to above, the Board shall have the power to admit honorary members in recognition of special services rendered to the Association for life or for such period as may be specified by the Board. Honorary members shall not be required to pay an annual subscription but will hold voting rights, although they will not be treated as members for any other purpose of these Articles or of the Companies Acts.

### ***Register of Members***

- 32.10 The Association shall maintain a register of members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. A member shall notify the Secretary in writing of a change to their name or address. A separate list shall be kept of associate members.

### **33. Cessation of Membership**

- 33.1 The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
- 33.2 A full or an associate member shall cease to be a member immediately if he, she or it:
- 33.2.1 ceases to fulfil any of the qualifications for membership as specified by this Article 33 or by the Board from time to time; or
  - 33.2.2 resigns in writing to the Secretary; or
  - 33.2.3 where applicable, fails to pay the annual subscription within twenty-eight days of it becoming due; or
  - 33.2.4 dies, if an individual person; or
  - 33.2.5 is wound up or goes into liquidation or ceases to exist, if a corporate body or association; or
  - 33.2.6 is expelled by the Board for conduct prejudicial to the Association, provided that any member so expelled shall have the right of appeal to the President for reinstatement to a subsequent meeting of the Board, the decision of which shall be final.

### **34. Suspension of Membership**

- 34.1 The Board may at its discretion and at any time suspend the membership of any full or associate member when reasonable evidence is brought to its attention of the member's acting or having acted in a manner contrary to the interests of the Association or of those affected by Motor Neurone Disease. Such suspension shall continue until the Board has completed its investigations into the complaint or allegation against the member in question, at which time it shall inform the member whether the suspension is to be repealed or the Board intends expelling him, her or it from membership in accordance with the provisions of Article 33.2.6.
- 34.2 A suspended member shall, during the period of his, her or its suspension, remain a member of the Association but shall not hold voting rights nor be counted for the purpose of calculating quorums, shall not hold office within the Association or any of its branches and groups, and shall not act on behalf of the Association in any matter.
- 34.3 If the Board has not reached a decision on whether to expel a member within six months of his, her or its suspension then he, she or it shall be restored to membership. Nothing

in this Article shall preclude the Board from again suspending or from expelling such member in the light of new information presented to the Board.

- 34.4 Before taking any decision to expel a member the Board shall inform the member of the reasons why it considers expulsion might be appropriate and shall then offer the member a reasonable opportunity to present his or her case to Board or a committee of the Board established for that purpose. The member may present his, her or its case orally or in writing and, if orally, may be represented or accompanied by a friend. The Board shall within a reasonable time after the decision inform the member in writing of its decision and the reasons for reaching such decision.

### ***ORGANISATION OF GENERAL MEETINGS***

#### **35. Annual general meetings**

- 35.1 The Association must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

- 35.2 The business of an annual general meeting shall comprise:

35.2.1 the consideration of the report and financial statements presented by the Board;

35.2.2 the announcement of Board members elected in accordance with Article 27;

35.2.3 the election of a Chair and/or chair-elect of the Association in accordance with Article 30;

35.2.4 the appointment and the fixing of the remuneration of the auditor or auditors;

35.2.5 the fixing of annual subscriptions; and

35.2.6 such other business as may have been specified in the notices calling the meeting.

#### **36. Other general meetings**

- 36.1 The Trustees may call a general meeting at any time.

- 36.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

#### **37. Length of notice**

All general meetings must be called by either:

- 37.1 at least 14 Clear Days' notice; or

- 37.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 95% of the total voting rights at that meeting of all the members.

#### **38. Contents of notice**

- 38.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.
- 38.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 38.3 In every notice calling a meeting of the Association there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the Association.
- 38.4 If the Association gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

**39. Service of notice**

Notice of general meetings must be given to every full and associate member of the Association, to the Trustees, to any patron(s) and to the auditors of the Association.

**40. Quorum for general meetings**

- 40.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 40.2 The quorum shall be 25 persons entitled to vote on the business to be transacted (each being a member or a proxy for a member).
- 40.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened upon 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 (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

**41. Chairing general meetings**

At every general meeting the Chair shall preside, but if he or she is not present within twenty minutes after the time appointed for the commencement of the meeting, the Vice-Chair shall preside, and in his or her absence, the members present and entitled to vote shall choose one of their number to be Chair of that meeting save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed Chair. The Chair's function shall be to conduct the business of the meeting in an orderly manner.

**42. Attendance and speaking by Trustees, patrons and non-members**

- 42.1 Trustees may attend and speak at general meetings.
- 42.2 Honorary presidents, vice-presidents and patrons may attend and speak at general meetings, whether or not they are members.



42.3 The chair of the meeting may permit other persons who are not members of the Association (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

### **43. Adjournment**

43.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

43.1.1 the meeting consents to an adjournment; or

43.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.3 When adjourning a general meeting, the chair of the meeting must:

43.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

43.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 Clear Days' notice of it:

43.4.1 to the same persons to whom notice of the Association's general meetings is required to be given; and

43.4.2 containing the same information which such notice is required to contain.

43.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### ***VOTING AT GENERAL MEETINGS***

#### **44. Voting: general**

44.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

44.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

44.2.1 has or has not been passed; or

44.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a

declaration in minutes of the meeting recorded in accordance with Article 59 is also conclusive evidence of that fact without such proof.

#### **45. Votes**

##### ***Votes on a show of hands***

45.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

45.1.1 each member present in person; and

45.1.2 (subject to Article 50.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution,

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote

##### ***Votes on a poll***

45.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

45.2.1 every member who has voted in advance of the general meeting in accordance with Article 48.2;

45.2.2 every member present in person (provided he or she has not already voted in advance of the general meeting in accordance with Article 48.2); and

45.2.3 every member present by proxy (subject to Article 50.3 and provided he or she has not already voted in advance of the general meeting in accordance with Article 48.2).

##### ***General***

45.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

45.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Association have been paid.

#### **46. Errors and disputes**

46.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

46.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **47. Poll votes**

- 47.1 A poll on a resolution may be demanded:
- 47.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 47.1.2 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.
- 47.2 A poll may be demanded by:
- 47.2.1 the chair of the meeting;
  - 47.2.2 a majority of the Trustees present;
  - 47.2.3 five or more members having the right to vote on the resolution;
  - 47.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 47.3 Where a poll on a resolution is demanded in advance of a general meeting, the vote on that resolution may include votes cast in advance of the meeting.
- 47.4 A demand for a poll may be withdrawn if:
- 47.4.1 the poll has not yet been taken; and
  - 47.4.2 the chair of the meeting consents to the withdrawal.

#### **48. Procedure on a poll**

- 48.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.
- 48.2 Polls demanded in advance of a general meeting shall be taken in accordance with such arrangements as the Trustees think appropriate and any relevant regulations made under Article 14, and such arrangements and/or regulations shall include details of the procedure for casting votes in advance of a general meeting.

#### ***Results***

- 48.3 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 48.4 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

#### ***Timing***

- 48.5 A poll on:
- 48.5.1 the election of the chair of the meeting; or
  - 48.5.2 a question of adjournment;

must be taken immediately.

48.6 Other polls must be taken within 30 days of their being demanded.

48.7 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

**Notice**

48.8 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.

48.9 In any other case, at least 7 Clear Days' notice must be given specifying the time and place at which the poll is to be taken.

**49. Proxies**

49.1 Proxies must be appointed by a notice in writing (a "Proxy Notice").

49.2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve):

"Motor Neurone Disease Association

Name of member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Association to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

<b>Resolution 1</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
<b>Resolution 2</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
<b>All other resolutions properly put to the meeting</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed: .....

Dated: .....

- 49.3 Proxy Notices must be signed by or on behalf of the member appointing the proxy, or authenticated in such manner as the Trustees may determine.
- 49.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 49.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 49.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**50. Delivery of Proxy Notices**

- 50.1 The Proxy Notification Address in relation to any general meeting is:
  - 50.1.1 the registered office of the Association; or
  - 50.1.2 any other Address or Addresses specified by the Association as an Address at which the Association or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
  - 50.1.3 any electronic Address falling within the scope of Article 50.2.
- 50.2 If the Association gives an electronic Address:
  - 50.2.1 in a notice calling a meeting;
  - 50.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
  - 50.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 50.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

***Attendance of member***

- 50.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Association by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

***Timing***

- 50.4 Subject to Articles 50.5 and 50.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 50.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 50.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 50.6.1 received in accordance with Article 50.4; or
- 50.6.2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

### ***Interpretation***

- 50.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 50.

### ***Revocation***

- 50.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 50.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 50.9.1 the start of the meeting or adjourned meeting to which it relates; or
- 50.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

### ***Execution***

- 50.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **51. Amendments to resolutions**

- 51.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 51.1.1 notice of the proposed amendment is given to the Association in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

- 51.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 51.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 51.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 51.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 51.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### ***WRITTEN RESOLUTIONS***

#### **52. Written resolutions**

##### ***General***

- 52.1 Subject to this Article 52 a written resolution agreed by:
  - 52.1.1 members representing a simple majority; or
  - 52.1.2 (in the case of a special resolution) members representing not less than 75%;
 of the total voting rights of eligible members shall be effective.
- 52.2 On a written resolution each member shall have one vote.
- 52.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 52.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

##### ***Circulation***

- 52.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 52.6 In relation to a resolution proposed as a written resolution of the Association the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 52.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 52.8 Communications in relation to written resolutions must be sent to the Association's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 52.9 A member signifies his or her agreement to a proposed written resolution when the Association receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 52.9.1 identifying the resolution to which it relates; and
  - 52.9.2 indicating the member's agreement to the resolution.
- 52.10 For the purposes of Article 52.9:
- 52.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 52.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
    - (a) the identity of the sender is confirmed in a manner specified by the Association; or
    - (b) where no such manner has been specified by the Association, if the communication contains or is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.
- 52.11 If the Association gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **BRANCHES, GROUPS AND AFFILIATES**

### **53. Branches and Groups**

- 53.1 The Board may establish or authorise the establishment of local branches of the Association. Any branches so established shall adopt and comply with the provisions of the Association's "Charter for the operation of a branch of the MND Association" or such document as may succeed to its functions for the time being in force, subject to the following provisions:
- 53.1.1 Branches shall have such powers as may be delegated to them by the Board by way of the Charter or otherwise, provided that such powers shall only be exercised in furtherance of the charitable objects of the Association and may not be exercised in any way which is in conflict with the Articles or with the law generally.
  - 53.1.2 The Board shall have the right to terminate, suspend or alter the Charter or any of its provisions as it thinks fit, subject to the provisions contained within the Charter.



- 53.1.3 In the event of the Board suspending or terminating the Charter granted to a local branch, all assets, property and financial and other records held by the branch shall immediately come under the direct control of the Board.
- 53.1.4 The Board shall inform all branches in writing of any changes to be made to the provisions of the Charter as soon as possible after such changes are decided.
- 53.2 Any groups established by the Association shall adopt and comply with the provision of the Association's 'Charter for the operation of a group of the MND Association' or such document as may succeed to its functions for the time being in force, subject to the following provisions:
- 53.2.1 Groups shall have such powers as may be delegated to them by the Board by way of the Charter or otherwise, provided that such powers shall only be exercised in furtherance of the charitable objects of the Association and may not be exercised in any way which is in conflict with the Articles or with the law generally.
- 53.2.2 A local group shall not have the power to hold assets or property but in the event of the Board suspending or terminating the Charter granted to a local group, financial and other records held by the group shall immediately come under the direct control of the Board.
- 53.2.3 The Board shall inform all groups in writing of any changes to be made to the provisions of the Charter as soon as possible after such changes are decided.

#### **54. Affiliates**

When a local organisation exists which has the same aims as the Association but is not subject to the law in England, Wales or Northern Ireland but wishes to use the services of or affiliate with the Association such an organisation shall apply to the Board of trustees to become an "Affiliate" and shall be bound by an agreed code of conduct. The Board may in its absolute discretion suspend or revoke the affiliated status of any Affiliate.

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **55. Communications by the Association**

##### *Methods of communication*

- 55.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Association under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Association, including without limitation:
- 55.1.1 in Hard Copy Form;
- 55.1.2 in Electronic Form; or

55.1.3 by making it available on a website.

55.2 Where a Document or information which is required or authorised to be sent or supplied by the Association under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

55.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

55.4 A member present in person or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.

55.5 Where any Document or information is sent or supplied by the Association to the members:

55.5.1 where it is sent by First Class post it is deemed to have been received 48 hours (excluding Saturdays, Sundays, and Public Holidays) after it was posted;

55.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

55.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

55.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Association that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

55.7 Where any Document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:

55.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Association, the Association is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Association's register of members or Trustees, but may in its discretion choose to do so;

55.7.2 in all other cases, the Association shall send a Hard Copy of the Document or information to the member's postal address as shown in the Association's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

55.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

55.8 Copies of the Association's annual financial statements and reports need not be sent to a person for whom the Association does not have a current Address.

55.9 Notices of general meetings need not be sent to a member who does not register an Address with the Association, or who registers only a postal address outside the United Kingdom, or to a member for whom the Association does not have a current Address.

## **56. Communications to the Association**

The provisions of the Companies Acts shall apply to communications to the Association.

## **57. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

57.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and

57.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## **58. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## **59. Minutes**

The Trustees must cause minutes to be made:

- 59.1 of all appointments of officers made by the Trustees;
- 59.2 of all resolutions of the Association and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 59.3 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Association, be sufficient evidence of the proceedings.

## **60. Records and financial statements**

60.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of financial statements and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 60.1.1 annual reports;
- 60.1.2 annual returns; and
- 60.1.3 annual financial statements.

60.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or Documents merely by virtue of being a member.

## **61. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## **WINDING UP**

## **62. Winding up**

In the event of the winding up or dissolution of the Association, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Association, but shall be transferred in the furtherance of the Association's objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Association, and prohibiting the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Article 4, as may be determined by the Board of trustees at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some other charitable object.

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 <b>"Address"</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 <b>"Articles"</b>	the Association's articles of association;
1.3 <b>"associate member"</b>	has the meaning given in Article 32.2;
1.4 <b>"Association"</b>	Motor Neurone Disease Association;
1.5 <b>"Chair"</b>	the chair of the Association and the Board of Trustees who shall be appointed in accordance with Article 30;
1.6 <b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 <b>"Clear Days"</b>	in relation to the period of a notice, that 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;
1.8 <b>"Companies Acts"</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
1.9 <b>"Connected"</b>	any person falling within one of the following categories: <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or</li> <li>(b) the spouse or civil partner of any person in (a); or</li> <li>(c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li> <li>(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</li> </ul>
1.10 <b>"Co-Opted Trustee"</b>	a Trustee appointed by the Board in accordance with Article 28;
1.11 <b>"Document"</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.12 <b>"Elected Trustee"</b>	a Trustee elected by the members in accordance with Article 27;
1.13 <b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.14 <b>"Financial Expert"</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

1.15	<b>"Hard Copy" and "Hard Copy Form"</b>	have the meanings respectively given to them in the Companies Act 2006;
1.16	<b>"Member"</b>	a member of the Association for the purposes of the Companies Acts;
1.17	<b>"Proxy Notice"</b>	has the meaning given in Article 49;
1.18	<b>"Proxy Notification Address"</b>	has the meaning given in Article 50;
1.19	<b>"Public Holiday"</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.20	<b>"Secretary"</b>	the secretary of the Association (if any);
1.21	<b>"Trustee"</b>	a director of the Association, and includes any person occupying the position of director, by whatever name called;
1.22	<b>"Vice-Chair"</b>	the vice-chair of the Association and the Board of Trustees who shall be appointed in accordance with Article 30.6; and
1.23	<b>"Writing"</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

**2.** Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

**3.** Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Association.