

**The Companies Act 1985 to 2006**

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

**Articles of Association**

**of**

**Motor Neurone Disease Association**

**Company No: 02007023**



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# The Companies Act 2006

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

### Index to Articles of Association of Motor Neurone Disease Association

<b>INTERPRETATION</b> .....	1
1. Defined terms .....	1
<b>OBJECTS AND POWERS</b> .....	1
2. Objects .....	1
3. Powers .....	1
<b>LIMITATION ON PRIVATE BENEFITS</b> .....	3
4. Limitation on private benefits .....	3
<b>LIMITATION OF LIABILITY AND INDEMNITY</b> .....	4
5. Liability of members .....	4
6. Indemnity .....	4
<b>TRUSTEES</b> .....	5
<b><i>TRUSTEES' POWERS AND RESPONSIBILITIES</i></b> .....	5
7. Trustees' general authority .....	5
8. Members' reserve power .....	5
9. Chair and Vice Chair .....	5
10. Trustees may delegate .....	5
11. Committees .....	6
12. Delegation of day to day management powers .....	6
13. Delegation of investment management .....	6
14. Rules.....	7
<b><i>DECISION-MAKING BY TRUSTEES</i></b> .....	7
15. Trustees to take decisions collectively .....	7
16. Calling a Board meeting .....	8
17. Participation in Board meetings .....	8
18. Quorum for Board meetings .....	9
19. Chairing of Board meetings .....	9
20. Attendance at Board Meetings .....	9
21. Casting vote.....	9
22. Majority decisions without a meeting .....	9
23. Trustee interests and management of conflicts of interest.....	10
24. Register of Trustees' interests .....	11
25. Validity of Trustee actions .....	11
<b><i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i></b> .....	11

26.	Number of Trustees .....	11
27.	Composition of the Board .....	11
28.	Elected Trustees .....	12
29.	Co-Opted Trustees .....	13
30.	Disqualification and removal of Trustees.....	13
31.	Officers.....	14
32.	Presidents and Patrons .....	15
	<b>MEMBERS .....</b>	<b>15</b>
	<b><i>BECOMING AND CEASING TO BE A MEMBER .....</i></b>	<b><i>15</i></b>
33.	Becoming a member.....	15
34.	Termination of membership.....	15
35.	Categories of membership.....	16
36.	Associate members .....	16
37.	Suspension of Membership .....	16
	<b><i>ORGANISATION OF GENERAL MEETINGS.....</i></b>	<b><i>17</i></b>
38.	Annual general meetings .....	17
39.	Other general meetings .....	17
40.	Length of notice .....	18
41.	Contents of notice.....	18
42.	Service of notice .....	18
43.	Postponement .....	18
44.	Attendance and speaking at general meetings .....	19
45.	Quorum for general meetings.....	20
46.	Attendance and speaking by Trustees, patrons and non-members .....	21
47.	Adjournment.....	21
	<b><i>VOTING AT GENERAL MEETINGS .....</i></b>	<b><i>22</i></b>
48.	Voting: general .....	22
49.	Votes.....	22
50.	Errors and disputes .....	23
51.	Poll votes .....	23
52.	Procedure on a poll.....	23
53.	Proxies .....	24
54.	Delivery of Proxy Notices.....	25
55.	Amendments to resolutions .....	26
	<b><i>WRITTEN RESOLUTIONS.....</i></b>	<b><i>27</i></b>
56.	Written resolutions .....	27
	<b>BRANCHES, GROUPS AND AFFILIATES .....</b>	<b>27</b>
57.	Branches and Groups.....	27

58.	<b>Affiliates .....</b>	<b>28</b>
	<b>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS .....</b>	<b>28</b>
59.	<b>Communications by the Charity .....</b>	<b>28</b>
60.	<b>Communications to the Charity.....</b>	<b>30</b>
61.	<b>Secretary .....</b>	<b>30</b>
62.	<b>Irregularities .....</b>	<b>30</b>
63.	<b>Minutes.....</b>	<b>30</b>
64.	<b>Records and accounts.....</b>	<b>31</b>
65.	<b>Exclusion of model articles .....</b>	<b>31</b>
	<b>WINDING UP .....</b>	<b>31</b>
66.	<b>Winding up.....</b>	<b>31</b>
	<b>SCHEDULE .....</b>	<b>32</b>
	<b>INTERPRETATION – DEFINED TERMS .....</b>	<b>32</b>

# **The Companies Act 2006**

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

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

**Company No: 02007023**

#### **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**

2.1 The objects of the Charity are:

2.1.1 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

2.1.2 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**

3.1 To further its objects the Charity may:

3.1.1 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;

3.1.2 provide support, assistance and guidance for the beneficiaries, including the provision of facilities for the care of and therapy for the beneficiaries;

3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.1.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium, provide an information and consultancy service and to assist in the preparation of educational materials generally;

3.1.5 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 3.1.6 provide or procure the provision of counselling and guidance;
- 3.1.7 provide or procure the provision of advice and training for persons caring for, helping or concerned with beneficiaries;
- 3.1.8 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 and Welsh charity may properly undertake;
- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 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;
- 3.1.11 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 Charity must comply as appropriate with the Charities Act 2011);
- 3.1.12 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 Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.13 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.16 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;
- 3.1.17 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;
- 3.1.18 accept (or disclaim) gifts of money and any other property;
- 3.1.19 raise funds by way of subscription, donation or otherwise;
- 3.1.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.21 establish local branches and groups of the Charity, 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;
- 3.1.22 incorporate and acquire subsidiary companies to carry on any trade;

- 3.1.23 subject to Article 4 (Limitation on private benefits):
- (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.24 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;
- 3.1.25 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 Charity's objects);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.31 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Charity); and
- 3.1.32 do all such other lawful things as may further the Charity's objects.

## **LIMITATION ON PRIVATE BENEFITS**

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

- 4.1 The income and property of the Charity 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 Charity and no member of its Board shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity.

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

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

- 4.1.2 of interest on money lent by any member of the Charity (or of its Board) 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 Charity (or of its Board);
- 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 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 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 3.1.31;
- 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 Charity under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

Provided that where benefits are conferred under this Article 4, Article 23 (Trustees interests and management of 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**

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity 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:
  - 5.1.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 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 Charity shall be indemnified out of the assets of the Charity 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 Charity may be indemnified out of the assets of the Charity 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 Charity's business, for which purpose they may exercise all the powers of the Charity.

#### **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**

9.1 The Trustees shall appoint one of their number to be the Chair of the Trustees in accordance with Article 31.1.

9.2 The Trustees shall appoint a Vice-Chair in accordance with Article 31.6.

#### **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 Charity 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 Charity 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 quorum for meetings of any committee may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three.

11.1.4 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;

11.1.5 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

11.1.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 Subject to Article 11.1.3, 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**

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

12.1.1 the delegated power shall be to manage the Charity 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;

12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.1.3 the Chief Executive Officer and Executive Directors of the Charity must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

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

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

13.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;

- 13.1.2 timely reports of all transactions are provided to the Trustees;
- 13.1.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.1.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and
- 13.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

#### 14. **Rules**

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. The rules shall be binding on all members of the Charity. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
  - 14.2.1 the duties of any officers or employees of the Charity;
  - 14.2.2 the admission of members of the Charity 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 Charity in relation to one another, and to the Charity'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;
  - 14.2.6 arrangements for Remote Attendance at general meetings, including any relevant restrictions or limitations;
  - 14.2.7 any of the matters or things within the powers or under the control of the Trustees; and
  - 14.2.8 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Charity in general meeting has the power to alter, add to or repeal the rules.

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

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

- 15.1 Any decision of the Trustees must be either:
  - 15.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 20); or

- 15.1.2 a majority decision taken in accordance with Article 22.
16. **Calling a Board meeting**
- 16.1 Any Trustee may (and the Secretary, if any, must at the request of any Trustee) call a Board meeting.
- 16.2 A Board meeting must be called by at least seven Clear Days' notice unless either:
- 16.2.1 all the Trustees agree; or
- 16.2.2 urgent circumstances require shorter notice.
- 16.3 In deciding on the date and time of any Board meeting, the Trustee calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 16.4 Notice of Board meetings must be given to each Trustee.
- 16.5 Every notice calling a Board meeting must specify:
- 16.5.1 the day and time of the meeting;
- 16.5.2 the place where all the Trustees may physically attend the meeting (if any);
- 16.5.3 the general nature of the business to be considered at the meeting; and
- 16.5.4 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.
- 16.6 Notice of Board meetings need not be in Writing.
- 16.7 Article 59 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 Board meetings**
- 17.1 Subject to the Articles, Trustees participate in a Board meeting, or part of a Board 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 (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).
- 17.2 In determining whether Trustees are participating in a Board 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 Board meetings**

18.1 At a Board 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 Board meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than six, and unless otherwise fixed it is six.

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

18.3.1 to appoint further Trustees; or

18.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

19. **Chairing of Board meetings**

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

20. **Attendance at Board Meetings**

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

21. **Casting vote**

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

21.2 Article 21.1 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.

22. **Majority decisions without a meeting**

22.1 A decision is taken in accordance with this Article 22 when a majority of all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter.

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 either 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 a majority 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 63 (Minutes).

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

### ***Declaration of interests***

- 23.1 Unless Article 23.2 applies, 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 Charity; 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 Charity or his or her duties to the Charity.
- 23.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

- 23.3 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 Charity, 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.
- 23.4 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 Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
  - 23.4.1 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 Charity (as permitted under Article 4.1.7) and which is available generally to the beneficiaries of the Charity;
    - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.31;
    - (c) payment under the indemnity set out at Article 6; and
    - (d) reimbursement of expenses in accordance with Article 4.1.5; or

23.4.2 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 23.5.

23.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 23.5, he or she must:

23.5.1 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;

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

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

***Continuing duties to the Charity***

23.6 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:

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

23.6.2 the Trustee shall not be accountable to the Charity 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 ensure a register of Trustees' interests is 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. Number of Trustees**

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

**27. Composition of the Board**

27.1 The Board shall consist of:

27.1.1 Elected Trustees, elected by the members of the Charity in accordance with Article 28; and

27.1.2 Co-Opted Trustees, appointed by the Trustees in accordance with Article 29;

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 Charity) shall be Elected Trustees.

27.1.3 Only a member of the Charity who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 30, shall be entitled to serve on the Board.

## 28. **Elected Trustees**

28.1 Elected Trustees shall be elected by ballot by the members of the Charity at an election to be conducted in such manner as the Trustees may from time to time direct, provided that every member of the Charity is given the opportunity to vote for as many candidates as there are available places on the Board.

28.2 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.

28.3 For the avoidance of doubt, a member of the Charity may nominate themselves for election as an Elected Trustee.

28.4 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***

28.5 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 28.6, an Elected Trustee retiring under this Article 28.5 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 28.2.

### ***Maximum term***

28.6 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:

28.6.1 the first anniversary of the commencement of his or her break from office; and

28.6.2 if applicable, the first annual general meeting following the annual general meeting at which his or her break from office commenced.

### ***Replacement***

28.7 Should any Elected Trustee cease for any reason to be a Trustee before he or she was due to retire under Article 28.5, 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 28.1 to 28.4.



## 29. **Co-Opted Trustees**

29.1 Subject to Article 27.1, 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.

29.2 Subject to Articles 29 and 30, 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:

29.2.1 reappointment by the Board as a Co-Opted Trustee; or

29.2.2 election to the Board as an Elected Trustee in accordance with Article 28 following a one year break from office.

### ***Maximum Term***

29.3 Subject to Article 29.4, a Co-Opted Trustee may serve a maximum of three terms. Terms may or may not be consecutive.

29.4 In exceptional circumstances the Board of the Charity may approve a Co-Opted Trustee serving one additional term of up to two years beyond the maximum of three terms.

### ***Minimum age***

29.5 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

### ***Timing of retirement***

29.5.1 If the retirement of a Trustee causes the number of Trustees to fall below that set out in Article 26 then the retiring Trustee shall remain in office until a new appointment is made.

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

30.1 A Trustee shall cease to hold office if:

30.1.1 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;

30.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

30.1.3 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;

30.1.4 notification is received by the Charity 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 six Trustees will remain in office when such resignation has taken effect);

30.1.5 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 the Trustees resolve that he or she be removed for this reason;

30.1.6 at a general meeting of the Charity, 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

30.1.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. 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.

### 31. **Officers**

31.1 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 need not be a member of the Charity or a member of the Board until after they are elected. If a majority of the members of the Charity 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.

31.2 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:

31.2.1 if the candidate proposed by the Board in accordance with Article 31.1 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 (if they are a 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 under Article 26.

31.3 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 31.5 is eligible for re-election as Chair.

31.4 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.

31.5 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 31.4 shall not be counted as a term of office for the purposes of this Article 31.5.

31.6 Members of the Board shall elect from their own number a Vice-Chair, Treasurer, Chairs of the Board Sub-Committees and such other Officers as may be decided from time to time, such elections taking place at times determined by the Board.

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

## 32. **Presidents and Patrons**

The Board may elect a president or presidents and vice-president(s) and may approach suitable persons to be patrons of the Charity and may remove such persons. Such 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. Presidents, vice-presidents and patrons shall be entitled to attend and speak at all meetings of the Charity, 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***

#### 33. **Becoming a member**

33.1 No person may become a member of the Charity unless:

33.1.1 that person has applied for membership in a manner approved by the Trustees.

33.2 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

33.3 Employees of the Charity may not be members of the Charity.

#### ***Subscriptions***

33.4 The Trustees may at their discretion levy subscriptions on, or encourage subscriptions or other payments to be paid by, members of the Charity at such rate or rates as the Trustees shall decide.

#### ***Register of members***

33.5 The names of the members of the Charity must be entered in the register of members.

#### 34. **Termination of membership**

34.1 Membership is not transferable.

34.2 A member (including an associate member) shall cease to be a member:

34.2.1 if the member, being an individual, dies;

- 34.2.2 if the member ceases to fulfil any of the qualifications for membership as specified by the Board from time to time;
- 34.2.3 on the expiry of at least seven Clear Days' notice given by the member to the Charity of his, her or its intention to withdraw; or
- 34.2.4 if, at a Board meeting at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Charity. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him, her or it.

**35. Categories of membership**

- 35.1 Subject to Article 35.2, the Trustees may establish such different categories of membership as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.
- 35.2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

**36. Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

**37. Suspension of Membership**

- 37.1 The Board may at its discretion (or by delegation to the chief executive) 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 Charity 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 34.2.
- 37.2 A suspended member shall, during the period of his, her or its suspension, remain a member of the Charity but shall not hold voting rights nor be counted for the purpose of calculating quorums, shall not hold office within the Charity or any of its branches and groups, and shall not act on behalf of the Charity in any matter.
- 37.3 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.

- 37.4 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 the 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**

### **38. Annual general meetings**

- 38.1 The Charity must hold an annual general 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.

- 38.2 The Trustees may, at their discretion, suspend the requirement to hold an annual general meeting within the time limits specified in Article 38.1 for a particular calendar year, if they consider that due to circumstances beyond their control holding the annual general meeting within those time limits would pose significant safety or other risks to the Charity, the Trustees and/or the members or would be in breach of any relevant laws or regulations. The Trustees must keep any suspension under regular review and must endeavour to arrange the annual general meeting for later in the calendar year, once they consider it to be safe and practicable to do so. If they do not consider it to be safe and practicable to rearrange the annual general meeting in the same calendar year, the Trustees may decide that no annual general meeting shall be held in that calendar year and must make such arrangements as they think fit to deal with any business ordinarily dealt with at the annual general meeting.

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

- 38.3.1 the consideration of the report and financial statements presented by the Board;
  - 38.3.2 the announcement of Board members elected in accordance with Article 28;
  - 38.3.3 the election of a Chair and/or chair-elect of the Charity in accordance with Article 31; and
- 38.4 such other business as may have been specified in the notices calling the meeting.

### **39. Other general meetings**

- 39.1 The Trustees may call a general meeting at any time.
- 39.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

40. **Length of notice**

40.1 All general meetings must be called by either:

40.1.1 at least 21 Clear Days' notice; or

40.1.2 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.

41. **Contents of notice**

41.1 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.

41.2 If the general meeting is to be a Hybrid Meeting, the notice must also contain the information specified in Articles 44.8.2 and 44.8.4.

41.3 If a special resolution is to be proposed, the notice must include such resolution and specify that it is a special resolution.

41.4 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Charity.

41.5 If the Charity 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).

42. **Service of notice**

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

43. **Postponement**

43.1 If, after the sending of notice of a general meeting, but before the meeting is held or, after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Trustees consider that, due to circumstances beyond their control, proceeding with the general meeting on the date or at the time or place specified in the notice calling the general meeting would pose significant safety risks to the Charity, the Trustees and/or the members would be in breach of any relevant laws or regulations, they may postpone the general meeting to another date, time and/or place.

43.2 When a general meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the Trustees may, in their absolute discretion, determine. Notice of the business to be transacted at such postponed meeting shall not be required.

43.3 No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed.

43.4 If a general meeting is postponed in accordance with this Article 43, the appointment of a proxy will be valid if a Proxy Notice is received at a Proxy Notification Address in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. The Trustees may decide that Saturdays, Sundays, and Public Holidays shall not be counted when calculating this 48 hour period.

#### 44. **Attendance and speaking at general meetings**

44.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

44.2 A person is able to exercise the right to vote at a general meeting when:

44.2.1 that person is able to vote, during the meeting (or in the case of a poll, within the time period specified by the chair of the meeting), on resolutions put to the vote at the meeting; and

44.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

44.3 The Trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms.

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

44.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at that meeting, they are able to exercise them.

#### ***Hybrid Meetings and Remote Attendance***

44.6 A Hybrid Meeting is a general meeting where the Trustees have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting ("**the Primary Location**") or by Remote Attendance.

44.7 The Trustees may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Hybrid Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a general meeting by Remote Attendance shall be subject to such arrangements.

44.8 In the case of a Hybrid Meeting:

44.8.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

- (a) a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the

meeting and rights to vote at the meeting, unless the Articles expressly provide to the contrary; and

- (b) references in these Articles to the place of a general meeting shall be treated as references to the Primary Location;

44.8.2 the Trustees must ensure that the notice of a Hybrid Meeting includes:

- (a) details of the Primary Location; and
- (b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;

44.8.3 the Trustees may decide:

- (a) how those attending by Remote Attendance may communicate with the meeting for example by communicating with the chair in Writing using an electronic platform;
- (b) how those attending by Remote Attendance may vote;

44.8.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Trustees, who must give the members as much notice as practicable of the change;

44.8.5 in the event of technical failure or other technical issues during the meeting (including, for example, difficulties in establishing whether the meeting is quorate) the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting if in his or her view this is necessary or expedient for the efficient conduct of the meeting; and

44.8.6 under no circumstances shall the inability of one or more persons (being entitled to do so) to access, or continue to access, the technology being used for Remote Attendance at the meeting (despite adequate technology being made available by the Charity) affect the validity of the meeting or any business conducted at the meeting, provided a quorum is present at the meeting.

## 45. **Quorum for general meetings**

45.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

45.2 For the avoidance of doubt, a person attending a meeting by Remote Attendance will be treated as being present and/or present in person at the meeting for the purposes of this Article 45.

45.3 The quorum shall be:

45.3.1 25 persons entitled to vote on the business to be transacted (each being a member or a proxy for a member).

45.4 If both a member and their proxy are present at a general meeting, only the member shall be counted in the quorum for the purposes of this Article 45.



- 45.5 If:-
- 45.5.1 a quorum is not present within half an hour (or such longer interval as the chair of the meeting in his or her absolute discretion thinks fit) from the time appointed for the meeting; or
- 45.5.2 during the meeting a quorum ceases to be present;

the meeting 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.

#### **Chairing general meetings**

- 45.6 The Chair (if any), or in his or her absence the Vice-Chair (if any), or in the absence of both the Chair and the Vice Chair some other Trustee nominated by the Trustees, shall preside as chair of every general meeting. The chair of the meeting may attend the meeting by Remote Attendance.
- 45.7 If none of the Chair, Vice-Chair or any Trustee nominated in accordance with Article 45.6 is present within fifteen minutes after the time appointed for holding the meeting and willing to act the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.
- 45.8 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 45.8.

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

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

#### **47. Adjournment**

- 47.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 47.1.1 if the meeting consents to an adjournment; or
- 47.1.2 if 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 or
- 47.1.3 in accordance with Article 44.8.5.
- 47.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 47.3 When adjourning a general meeting, the chair of the meeting must:
  - 47.3.1 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
  - 47.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 47.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it:
  - 47.4.1 to the same persons to whom notice of the Charity's general meetings is required to be given; and
  - 47.4.2 containing the same information which such notice is required to contain.
- 47.5 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**

#### **48. Voting: general**

- 48.1 A resolution put to the vote of a general meeting must be decided on a Show of Consent unless a poll is duly demanded in accordance with the Articles.

#### **49. Votes**

##### ***Votes on a Show of Consent***

- 49.1 On a vote on a resolution which is carried out by a Show of Consent, the following persons have one vote each:
  - 49.1.1 each member present in person; and
  - 49.1.2 (subject to Article 54.3) 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 but shall instead have a maximum of one vote.

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

- 49.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:
  - 49.2.1 every member present in person; and
  - 49.2.2 every member present by proxy (subject to Article 54.3).

50. **Errors and disputes**

50.1 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.

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

51. **Poll votes**

51.1 A poll on a resolution may be demanded:

51.1.1 in advance of the general meeting where it is to be put to the vote; or

51.1.2 at a general meeting, either before a Show of Consent on that resolution or immediately after the result of a Show of Consent on that resolution is declared.

51.2 A poll may be demanded by:

51.2.1 the chair of the meeting;

51.2.2 the Trustees;

51.2.3 two or more persons having the right to vote on the resolution; or

51.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes.

51.3 A demand for a poll may be withdrawn if:

51.3.1 the poll has not yet been taken; and

51.3.2 the chair of the meeting consents to the withdrawal.

52. **Procedure on a poll**

52.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

**Results**

52.2 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.

52.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

**Timing**

52.4 A poll on:

52.4.1 the election of the chair of the meeting; or

52.4.2 a question of adjournment;

must be taken immediately.

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

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**

52.6 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.

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

**53. Proxies**

**Power to appoint**

53.1 A member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

**Manner of appointment**

53.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice").

53.3 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 Charity 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</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>

<b>properly put to the meeting</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: ....."

53.4 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.

53.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

53.5.1 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

53.5.2 appointing that person as a proxy in relation to any adjournment or postponement of the general meeting to which it relates as well as the meeting itself.

**54. Delivery of Proxy Notices**

54.1 The Proxy Notification Address in relation to any general meeting is:

54.1.1 the registered office of the Charity; or

54.1.2 any Address or Addresses specified by the Charity as an Address at which the Charity 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

54.1.3 any electronic Address falling within the scope of Article 54.2.

54.2 If the Charity gives an electronic Address:

54.2.1 in a notice calling a meeting;

54.2.2 in an instrument of proxy sent out by it in relation to the meeting; or

54.2.3 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 54.2, 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**

54.3 A person who is entitled to attend, speak or vote (either on a Show of Consent or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment or

postponement of it, even though a valid Proxy Notice has been delivered to the Charity 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***

- 54.4 Subject to Articles 54.5 and 54.6, 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.
- 54.5 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.
- 54.6 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:
  - 54.6.1 received in accordance with Article 54.4; or
  - 54.6.2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

### ***Interpretation***

- 54.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 54.

### ***Revocation***

- 54.8 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.
- 54.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
  - 54.9.1 the start of the meeting or adjourned or postponed meeting to which it relates; or
  - 54.9.2 (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***

- 54.10 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.

## **55. Amendments to resolutions**

- 55.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 55.1.1 notice of the proposed amendment is given to the Charity 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

- 55.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 55.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 55.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - 55.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 55.3 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**

#### **56. Written resolutions**

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

- 56.1 Subject to this Article 56 a written resolution agreed by:
  - 56.1.1 members representing a simple majority; or
  - 56.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.

### **BRANCHES, GROUPS AND AFFILIATES**

#### **57. Branches and Groups**

- 57.1 The Board may establish or authorise the establishment of local branches or local groups of the Charity. Local branches or groups are not separate entities from the Charity.
- 57.2 Any branches so established shall adopt and comply with the provisions of the Charity's "Agreement For Working Together" as updated from time to time (the "**Branch Agreement**"), and any groups so established shall adopt and comply with the provisions of the Charity's 'Agreement for the operation of a group of the MND Association' as updated from time to time (the "**Group Agreement**"), (together the "**Agreements**"), and or such document(s) as may succeed to the Agreements' functions for the time being in force, subject to the following provisions:
  - 57.2.1 Branches and groups shall have such powers as may be delegated to them by the Board by way of the applicable Agreement or otherwise, provided that such powers shall only be exercised in furtherance of the charitable objects of the Charity and may not be exercised in any way which is in conflict with the Articles or with the law generally.

- 57.2.2 The Board shall have the right to terminate, suspend or alter the Agreements or any of their provisions as it thinks fit, subject to the provisions contained within the Agreements.
- 57.2.3 In the event of the Board suspending or terminating the Agreements granted to a local branch or group, all assets, property and financial and other records held or controlled by the branch or group shall immediately come under the direct control of the Board.
- 57.2.4 The Board shall inform all branches and groups in Writing of any changes to be made to the provisions of the Agreements as soon as possible after such changes are decided.
- 57.2.5 A local branch or group may control and hold cash, but unless agreed by the Charity shall not have the power to hold any other assets or property. In the event of the Board suspending or terminating the Agreements granted to a local branch or group any cash, assets and financial and other records held or controlled by the branch or group shall immediately come under the direct control of the Board.
- 57.2.6 The Board shall inform all groups in Writing of any changes to be made to the provisions of the Agreements as soon as possible after such changes are decided.

58. **Affiliates**

When a local organisation exists which has the same aims as the Charity but is not subject to the law in England, Wales or Northern Ireland but wishes to use the services of or affiliate with the Charity such an organisation shall apply to the Board 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**

59. **Communications by the Charity**

***Methods of communication***

- 59.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity 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 Charity, including without limitation:
- 59.1.1 in Hard Copy Form;
- 59.1.2 in Electronic Form; or
- 59.1.3 by making it available on a website.
- 59.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity 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.



59.3 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 by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

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

59.5 Where any Document or information is sent or supplied by the Charity to the members:

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

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

59.5.3 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.

59.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity 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***

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

59.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Charity, the Charity 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 Charity's register of members or Trustees, but may in its discretion choose to do so;

59.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity'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

59.7.3 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***

59.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

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

### **60. Communications to the Charity**

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

### **61. Secretary**

61.1 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:

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

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

### **62. 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.

### **63. Minutes**

63.1 The Trustees must ensure minutes are made:

63.1.1 of all appointments of officers made by the Trustees;

63.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

63.1.3 of all proceedings at meetings of the Charity 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 Charity, be sufficient evidence of the proceedings.

**64. Records and accounts**

64.1 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 accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

64.1.1 annual reports;

64.1.2 annual statements of account; and

64.1.3 annual returns or confirmation statements.

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

**65. Exclusion of model articles**

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

**WINDING UP**

**66. Winding up**

In the event of the winding up or dissolution of the Charity, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Charity, but shall be transferred in the furtherance of the Charity's objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Charity, 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 Charity under or by virtue of Article 4, as may be determined by the Board 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 postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Affiliate”</b>	has the meaning given in Article 58;
1.3	<b>“Articles”</b>	the Charity’s articles of association;
1.4	<b>“Board”</b>	the board of Trustees of the Charity from time to time;
1.5	<b>“Chair”</b>	has the meaning given in Article 9;
1.6	<b>“Chairs of the Board Sub-Committees”</b>	the chairs of the Board’s sub-committees from time to time;
1.7	<b>“Charity”</b>	Motor Neurone Disease Association;
1.8	<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;
1.9	<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 Charity;
1.10	<b>“Connected”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or  (b) the spouse or civil partner of any person in (a); or  (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  (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;
1.11	<b>“Co-Opted Trustee”</b>	a Trustee appointed by the Board in accordance with Article 29;
1.12	<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;
1.13	<b>“Elected Trustee”</b>	a Trustee elected by the members in accordance with Article 28;
1.14	<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15	<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;
1.16	<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
1.17	<b>“Hybrid Meeting”</b>	has the meaning given in Article 44.6;
1.18	<b>“Officer”</b>	means the Chair, Vice-Chair, Treasurer, Chairs of the Board Sub-Committees and any other officer of the Charity as decided by the Board from time to time;
1.19	<b>“Primary Location”</b>	has the meaning given in Article 44.6;
1.20	<b>“Proxy Notice”</b>	has the meaning given in Article 53;
1.21	<b>“Proxy Notification Address”</b>	has the meaning given in Article 54;
1.22	<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;
1.23	<b>“Remote Attendance”</b>	means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with Article 44.3;
1.24	<b>“Secretary”</b>	the secretary of the Charity (if any);
1.25	<b>“Show of Consent”</b>	any means by which members or proxies attending a members’ meeting may indicate votes in favour of a resolution;
1.26	<b>“Treasurer”</b>	the treasurer of the Charity (if any);

- 1.27 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called;
- 1.28 **“Vice-Chair”** has the meaning given in Article 31.6; and
- 1.29 **“Writing”** 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 Charity.