

MEMORANDUM OF ASSOCIATION OF
THE RAMC CHARITY (Company number: 06782587)

Throughout this Memorandum, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom. For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales. Also, throughout this Memorandum, the term "trustee" or "trustees" refers to a person or persons currently serving on the Board of Trustees of the Company, and the term "member" or "members" refers to persons or branches currently registered as members of the Company, unless indicated otherwise within the text.

Name

1. The Company's name is The RAMC Charity and in this document it is called "the Company".

Registered Office

2. The registered office of the Company is to be situated in England and Wales.

Objects

3. The objects for which the Company is established (and which are referred to in this document as "the Objects") are:
 - 3.1 to promote the efficiency of the Army and in particular the Royal Army Medical Corps (**RAMC**) in such charitable ways as the trustees think fit, including:
 - 3.1.1 maintaining contact between past and present members of the Corps through social gatherings and other means;
 - 3.1.2 fostering esprit de corps, comradeship and welfare;
 - 3.1.3 perpetuating the deeds and preserving the traditions of the RAMC;
 - 3.1.4 promoting medical research and undertaking the dissemination of the results thereof through publications and other means; and
 - 3.1.5 providing prizes and awards.
 - 3.2 to educate the public and service personnel about the history, deeds, traditions and role of the RAMC;
 - 3.3 to promote the commemoration and remembrance of those members of the RAMC who have died while on active service, and to encourage public recognition of the sacrifice made by such persons; and
 - 3.4 to relieve either past or present members of the RAMC and their dependents who are in need by virtue of financial hardship, sickness, disability or the effects of old age through the provision of grants, loans, gifts, pensions or otherwise.

Pursuance of Objects

4. The Objects may only be pursued in a manner and by such means as are lawful and proper for a charity registered in accordance with the law of England and Wales.

Powers

5. The Company may exercise the following powers, but only in the promotion of its objects:
- 5.1 to accept assets from charities of the RAMC on such terms as the trustees of those charities, or the Charity Commission, direct;
 - 5.2 to promote communication between all ranks of the Royal Army Medical Corps and the Armed Forces of the Crown;
 - 5.3 to maintain a link with and support the Royal Army Medical Corps;
 - 5.4 to promote and carry out research and to publish the results of such research;
 - 5.5 to provide advice;
 - 5.6 to publish or distribute information;
 - 5.7 to co-operate with other bodies;
 - 5.8 to support, administer and set up other charities;
 - 5.9 to receive contributions by way of subscriptions, gifts and donations, and to raise funds (but not by means of taxable trading);
 - 5.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts);
 - 5.11 to acquire, lease, hire, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
 - 5.12 to make expenditure and grants, and to award prizes, in accordance with the Objects;
 - 5.13 to set aside funds for special purposes or as reserves against future expenditure;
 - 5.14 to deposit or invest funds in any lawful manner, including the investment in any common fund, after obtaining suitable financial advice;
 - 5.15 to permit the use of the chattels administered in connection with the Officers' Messes of the Royal Army Medical Corps in any regular unit, hospital, establishment, training centre, depot or college of the Corps and, in so far as they are not required for use within the Corps, to lend them to any museum of the Armed Forces of the Crown, to any museum maintained by a public or local authority, to any other organization affiliated to the Armed Forces, or to any university, college or teaching hospital;
 - 5.16 to delegate the management of investments to an Investment Committee appointed by the Board of Trustees;
 - 5.17 to establish such branches as are from time to time considered necessary;
 - 5.18 to insure the Company's property against any foreseeable risk and take out other insurance policies to protect the Company were required;

- 5.19 to act as Corporate Trustee for any branches or for any other charities associated with the Company or the RAMC;
- 5.20 to insure members of the Board of Trustees against the costs of successful defense to any criminal prosecution brought against it, or any Trustee, as charity trustees or against personal liability incurred in respect of any act or omission which is alleged to be a breach of trust or breach of duty (unless the Trustee or Trustees knew that, or was reckless as to whether, the act or omission was a breach of trust or breach of duty);
- 5.21 subject to clause 8 (payments to Trustees), to employ paid or unpaid agents, staff or advisors;
- 5.22 to enter into contracts to provide services to or on behalf of other bodies;
- 5.23 to pay the costs of formation and registration of the Company;
- 5.24 to draft and agree rules and regulations for the conduct of the affairs of the Company; and
- 5.23 to do anything else within the law which promotes or helps to promote the Objects.

Charitable Incorporated Organisation

- 6. If instructed to do so by a two-thirds majority vote of the members at a general meeting, the Board of Trustees shall apply to the Charity Commission under the Charities Act 2006 for a certificate of incorporation as a Charitable Incorporated Organisation.

Property and Funds

- 7. The property and funds of the Company shall only be used for the promotion of the Objects, and no portion thereof shall be paid or transferred directly or indirectly to the members of the Company or to any Trustee by way of dividend, bonus or otherwise by way of profit or capital distribution.
- 8. No Trustee shall receive any direct or indirect payment of money or other material from the Company except:
 - 8.1 under clause 5.18 (indemnity insurance);
 - 8.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - 8.3 interest at a reasonable rate on money lent to the Company;
 - 8.4 a reasonable rent or hiring fee for property let or hired to the Company;
 - 8.5 under indemnity in respect of any liability properly incurred in the running of the Company (including the costs of a successful defence to criminal proceedings);
 - 8.6 in his or her capacity as a beneficiary under the Objects of the Company; or
 - 8.7 in other exceptional circumstances and with the approval of the Charity Commission.
- 9. Any trust corporation which is appointed as holding trustee or any nominee for the Board of Trustees (not being a Trustee) may be paid reasonable fees for their services.

10. Funds which are not required for immediate use or which will be required for use at a future date shall be placed on deposit or invested until needed.
11. Investments and other property of the Company may be held:
 - 11.1 in the name of the Company;
 - 11.2 in the names of the Trustees for the time being;
 - 11.3 in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board of Trustees or of a financial advisor acting on the instructions of the Board of Trustees;
 - 11.4 in the name of at least two and up to four holding Trustees for the Company appointed by a resolution of the Board of Trustees;
 - 11.5 in the name of a trust corporation as a holding trustee for the Company appointed by the Board of Trustees; and
 - 11.6 in the case of land by the Official Custodian for Charities under an order of the Charity Commission or the court.

Limited Liability

12. The liability of the members is limited.

Winding Up

13. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he or she is a member or within one year after he or she ceases to be a member, for the payment of the debts and liabilities of the Company contracted before he or she ceased to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound (£1).
14. After making provision for all outstanding liabilities of the Company, the remaining property and funds of the Company shall be paid or distributed in one or more of the following ways:
 - 14.1. directly in pursuance of the Objects;
 - 14.2. by transfer to one or more bodies established exclusively for charitable purposes and having objects similar to the Objects, and which prohibits the distribution of its or their property and funds to an extent at least as great as is imposed on the Company by the terms of this document; and
 - 14.3. in such other manner consistent with charitable status as the Charity Commission may approve in writing in advance.

The Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

**ARTICLES OF ASSOCIATION OF
THE RAMC CHARITY (Company number: 06782587)**

Interpretation

1. In these Articles:

"the Company" means the company intended to be regulated by these Articles.

"the Acts" means the Companies Acts 1985 to 2006.

"these Articles" means these Articles of Association of the Company.

"Branch" or "Branch of the RAMC" means a Branch as defined in clause 10.

"Branch Member" means either a Full Branch Member or Associate Branch Member (and "Branch Membership" has a corresponding meaning).

"Chair of Benevolence" means chair of the RAMC Benevolence Committee.

"clear days" in relation to a period of notice means the period excluding the day on which 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, "circulation date" in relation to a written resolution, has the meaning given to it in the Acts.

"Delegate" means an individual who is a Full Branch Member or Associate Branch Member of a Branch and who is appointed by written notice to the Trustees as the delegate of that Branch.

"executed" includes any mode of execution.

"the Memorandum" means the Memorandum of Association of the Company.

"trustees" means the trustees of the Company (and "trustee" has a corresponding meaning), unless otherwise indicated within the text.

"members" means the members of the Company in accordance with clauses 6 to 9 below (and "member" has a corresponding meaning), unless otherwise indicated within the text.

"RAMC" means The Royal Army Medical Corps.

"Full Branch Member" means any member of a Branch accepted for membership in accordance with clauses 11 and 13 below, and whose membership has not ceased.

"Associate Branch Member" means any member of a Branch accepted for membership in accordance with clauses 12 and 13 below, and whose membership has not ceased.

"AGM" means an annual general meeting of the Company.

"EGM" means any general meeting of the Company which is not an AGM.

"financial expert" means an individual, firm or company, which is an authorised person or an exempted person within the meaning of the Financial Services Act 1986.

"fundamental change" means such a change as would not have been within the reasonable contemplation of a person making a donation to the Company.

"independent examiner" has the meaning prescribed by the Charities Acts 1993 to 2006.

"material benefit" means a benefit which may not be financial but which has a monetary value.

"RAMC Benevolence Committee" the sub-committee of the Company which delivers benevolence to serving and retired officers, soldiers and their dependents

"taxable trading" means the carrying out of a trade or business on a continuing basis for the principal purpose of raising funds and not for the direct purpose of carrying out the Objects.

"written" or "in writing" refers to a legible document on paper including a facsimile message.

"months" means calendar months.

"year" means a calendar year.

"relevant address" means the last known address of the member, or as regards email, the last known email address, as recorded in the register of members.

2. Words importing the masculine gender only shall include the feminine gender.
3. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meanings as in the Acts.
4. Any reference to any Act of Parliament shall include any statutory modification or reenactment thereof for the time being in force.
5. Throughout these Articles, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom. For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales.

Members

6. The subscribers to the Memorandum are the first members of the Company.
7. All Trustees shall be members of the Company.
8. All Branches of the RAMC Association duly formed and authorized in accordance with clause 10 below, and which have not had their Branch authorization withdrawn, shall be members of the Company, and each shall be represented by one Delegate of that Branch, duly elected in accordance with the Branch Rules, who shall be entitled to attend and vote at all general meetings of the Company and vote on written resolutions of members in accordance with clause 41.
9. Membership, other than Branches in accordance with clause 8 above, is terminated if:

- 9.1 the member dies;
- 9.2 the member resigns by written notice to the Company unless, after the resignation, there would be less than two members;
- 9.3 any sum due from the member to the Company is not paid in full within six months of its falling due; or
- 9.4 the member is removed from membership by a resolution of the Board of Trustees that it is in the best interests of the Company that his or her membership is terminated. A resolution to remove a member from membership may only be passed if (a) *the* member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed, and the reason why it is to be proposed, and (b) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representation at the meeting.

RAMC Association Branches

- 10. With the expressed approval of the Board of Trustees, RAMC Association Branches (a "Branch") may be formed in any defined geographical area, and each such Branch shall be known by the name of the defined geographical area in which it is situated. Application to form a Branch shall be made to the Company in a manner prescribed by the Board of Trustees, and approval shall only become and remain effective on the adoption by the Branch of the Model Branch Rules as attached hereto, and as amended from time to time by the Board of Trustees, and as long as the Branch and all its Branch Members comply with the Model Branch Rules, with the Memorandum and Articles of Association of the Company, and with the published policy of the Board of Trustees. Save in that the Trustees may, in clearly defined special circumstances, approve in writing the departure of a Branch from the Model Branch Rules or from the published policy of the Board of Trustees, if it considers that it is in the best interest of the Company so to do.
- 11. Full Branch Membership shall be open to all serving or retired members of the RAMC or the RAMC Volunteers upon application and upon payment of Branch joining fees and subscriptions in accordance with the Branch Rules. Full Branch Members shall be entitled to attend and vote at general meetings of their Branch.
- 12. Associate Branch Membership shall be open to friends or family of serving or retired members of the RAMC or the RAMC Volunteers or retired personnel of the Army Medical Services or other Regiments or Corps who have had close links to the RAMC upon application and upon payment of Branch joining fees and subscriptions in accordance with the Branch Rules. Associate Branch Members shall be entitled to attend and vote at general meetings of their Branch.
- 13. The Trustees may refuse an application for Branch Membership if, acting reasonably and properly, they consider it to be in the best interests of the Company or of the Branch to refuse the application. If an application is refused, the Trustees must inform the applicant in writing of the reason for the refusal within twenty-one days of the decision. The Trustees must consider any written representation the applicant may make about the decision, and must thereafter notify the applicant in writing of their further decision, which further decision will be final.
- 14. The Trustees must keep a register of the names, addresses and branches of the Branch Members, and Branch Membership is not transferable.

15. All Branches shall pay to the Company joining fees and annual branch subscriptions (Association Affiliation Fee) as set from time to time by the Trustees.
16. Branch Membership is terminated if:
 - 16.1 the member dies;
 - 16.2 the member resigns by written notice to the Branch unless, after the resignation, there would be less than two Branch Members;
 - 16.3 any sum due from the Branch Member to the Branch or the Company is not paid in full within six months of its falling due; or
 - 16.4 the Branch Member is removed from membership by a resolution of the Board of Trustees or of the Branch Committee that it is in the best interests of the Company or the Branch that his or her membership is terminated. A resolution to remove a Branch Member from membership may only be passed if (1) (in the case of a resolution to the Branch Committee) prior advice has been sought from the RAMC Charity, (b) the Branch Member has been given at least twenty-one days' notice in writing of the meeting of the Trustees or of the Branch Committee at which the resolution will be proposed, and the reason why it is to be proposed, and (c) the Branch Member or, at the option of the Branch Member, the Branch Member's representative (who need not be a member of the Company or a Branch Member) has been allowed to make representation at the meeting.

General Meetings

17. The Company shall hold an AGM each year in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than fifteen months shall elapse between the date of one AGM and that of the next, but provided that the Company holds its first AGM within eighteen months of its incorporation it need not hold it in the year of incorporation or in the following year. All members are entitled to attend and vote at all general meetings of the Company.
18. At an AGM the members present shall consider the following matters:
 - 18.1 to receive and adopt the accounts of the Company for the previous financial year;
 - 18.2 to receive and adopt the report of the Board of Trustees for the previous financial year, and such update as the Board of Trustees considers appropriate;
 - 18.3 to appoint an auditor or independent examiner, as appropriate;
 - 18.4 to discuss and determine any other issues of policy or deal with any other business properly brought before the meeting; and
 - 18.5 every five years, or in order to fill a vacancy, to elect a Trustee who shall serve as the Chairman of the RAMC Association Management Committee.
19. An EGM may be called at any time by the Board of Trustees and shall be called by the Board of Trustees within fourteen days of receipt of a written request so to do from at least ten members.
20. Twenty-one clear days' notice shall be given of any General Meeting specifying the time and place of the meeting and the business to be conducted at that meeting. In the case of an AGM,

the notice shall specify the meeting as such. The notice shall be given to all members, to the Trustees, and to the auditor or independent examiner.

21. No business shall be transacted at any General Meeting unless a quorum is present. Ten or more members present in person shall constitute a quorum. If a quorum is not present within half an hour of the appointed time for a meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to a time and place determined by the Board of Trustees.
22. The Chairman of the Board of Trustees, or in his absence a Trustee chosen by the Trustees present, shall act as chairman of the meeting. If no Trustee is present within fifteen minutes of the appointed time for the meeting, the members present shall choose a chairman from amongst their number.
23. Every member present in person at any General Meeting shall be entitled to one vote on any matter put to a vote, except that, in the event of a tied vote, the chairman of the meeting shall have a second or casting vote.
24. Each vote shall be by show of hands, with the chairman of the meeting declaring the result, unless the chairman shall direct that a poll or a secret ballot be taken, or unless at least ten members present in person so request.
25. Except as provided elsewhere in these Articles, any resolution put to the vote at any General Meeting shall be decided by a simple majority of the votes cast.

Proxies

26. A member is entitled to appoint a person other than the Delegate as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a meeting of the Company.
27. Proxies may only be validly appointed by a notice in writing (a proxy notice) which:
 - 27.1 states the name and address of the member appointing the proxy;
 - 27.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 27.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 27.4 is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

A proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the notice at any time before the meeting.

28. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
29. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
30. Unless a proxy notice indicates otherwise, it must be treated as:

- 30.1 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
 - 30.2 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.
- 31. 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 Company by or on behalf of that person.
- 32. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 33. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 34. 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.

Written resolutions

- 35. Subject to clause 38, a written resolution of the members passed in accordance with clauses 35 - 44 shall have effect as if passed by the members in a general meeting. A written resolution is passed:
 - 35.1 as an ordinary resolution if it is passed by a simple majority of the eligible members; or
 - 35.2 as a special resolution if it is passed by members representing not less than 75% of the eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 36. Where a resolution is proposed as a written resolution of the Company, the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 37. Any resolution of the members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 38. A members' resolution under the Act removing a director or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 39. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 40. A member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the member's agreement to the resolution. A member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
 - 40.1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it; or

- 40.2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
41. A written resolution is passed when the required majority of eligible members have signified their agreement to it. In the case of a member that is a Branch the Delegate may signify the member's agreement.
42. A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
43. Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
44. The members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

Board of Trustees

45. The Trustees together shall form the Board of Trustees to manage the property and funds of the Company and exercise the powers of the Company as set out in the Memorandum.
46. The number of Trustees shall be not less than four and not more than nine.
47. Subject to clauses 48 to 50, trustees shall be appointed by the Members in general meeting by ordinary resolution.
48. There shall be a trustee appointed and elected by the Trustees, in accordance with clause 49 and a further Trustee, elected in accordance with clause 50 below.
49. The Trustees may elect any person appointed as the Chair of Benevolence to be appointed as a Trustee for such time as he or she remains the Chair of Benevolence.
50. The members in general meeting may elect one Trustee to serve for a term of five years, and the Trustee so elected shall serve as the Chairman of the RAMC Association Management Committee.
51. The Trustees may elect one of their number to serve as the Chairman of the Board of Trustees.
52. No person who is an employee of the Company or of any of its subsidiaries or associated companies or charities shall be eligible for appointment as a Trustee.
53. The Trustees may appoint a person to attend meetings of the Board of Trustees and act as secretary to the Trustees, but such person shall not have a vote.
54. The Board of Trustees may co-opt such specialist advisors as it sees fit to attend, but not vote at, its meetings.
55. Before assuming office as Trustee, each eligible officer shall sign a declaration of willingness to act as Trustee. The Board of Trustees shall keep a register containing the names and addresses of all Trustees and the dates on which their appointments begin and end, and shall notify all appointments, cessations and changes in particulars to the Charity Commission.
56. A Trustee shall forthwith cease to hold office as Trustee if he:
- 56.1 ceases to be a Trustee by virtue of any provision of the Act, or is disqualified under the Charities Acts 1993 to 2006;
- 56.2 becomes incapacitated through mental or physical disorder or illness of managing his own affairs

- 56.3 is absent without reasonable cause from three consecutive meetings of the Board of Trustees of which he has had proper notice
 - 56.4 ceases to be a member of the Company;
 - 56.5 resigns by written notice to the Board (provided that at least four Trustees shall remain in office);
 - 56.6 is removed by ordinary resolution of the Members in general meeting, provided that the remaining number of trustees does not fall below any minimum number set in the Articles;
 - 56.7 is removed by a unanimous vote of the other Trustees (provided that he shall have been given the opportunity to make representation to all the other Trustees either in person or in writing on the vote to be taken); or
 - 56.8 becomes an employee of the Company or of any of its subsidiaries or associated companies or charities.
57. An outgoing Trustee is entitled to receive an indemnity from the Company at the Company's expense in respect of any liabilities properly incurred whilst he held office as Trustee.
58. Any technical defect in the appointment of a Trustee of which all of the Trustees are unaware at the time does not invalidate any decision taken by the Board of Trustees at that time.

Board Meetings

59. The Board of Trustees shall meet as often as is necessary properly to manage the property and funds of the Company and to exercise the powers of the Company as set out in the Memorandum, and in any case shall meet at least twice per year.
60. The Chairman of the Trustees shall decide the time and place for each Board Meeting, and at least seven days clear notice of each meeting shall be given to all Trustees.
61. Board Meetings may be held either in person or through electronic communication as agreed by the Board in respect of each such meeting. Any electronic communication used shall give all participants the opportunity to both see and hear all or any other participants.
62. The person duly elected pursuant to clause 51 to be the Chairman of the Board of Trustees, shall chair all Board Meetings at which he is present. In his absence from any Board Meeting, those present shall choose one of their number to chair that meeting.
63. No business shall be transacted at any Board Meeting unless a quorum is present. Four or more Trustees present in person shall constitute a quorum.
64. Any resolution put to the vote at any Board Meeting shall be decided by a simple majority of the votes cast.
65. Every Trustee present (either in person or by electronic means) at any Board Meeting shall be entitled to one vote on any matter put to a vote, except that, in the event of a tied vote, the chairman of the meeting shall have a second or casting vote.
66. A resolution of the Board that is in writing (in one or more documents) and signed by all Trustees is valid as if it has been passed at a meeting held at the date of the last signature.
67. Whenever a Trustee or sub-committee member has a personal interest in a matter to be discussed at a Board Meeting or sub-committee meeting, he shall declare an interest to the chairman before discussion on the matter begins, shall withdraw from the meeting whilst the matter is discussed (unless he is expressly invited

to remain in order to provide information), and shall in any case withdraw from the meeting whilst the vote is taken. A trustee affected by this provision shall not be counted in the quorum for that part of the meeting in which the matter concerned is discussed and shall not vote on the matter.

Powers of the Board

68. In addition to those that are implied by its duty to manage the property and funds of the Company and exercise the powers of the Company as set out in the Memorandum, the Board of Trustees shall have the following specific powers:
- 68.1 to appoint a Treasurer/Bookkeeper or other honorary officers;
 - 68.2 to delegate as appropriate decision-making powers to one or more sub-committees, provided that each such sub-committee shall have amongst its members at least one Trustee, and provided that the proceedings of all sub-committees shall be reported on a regular and timely basis to all Trustees;
 - 68.3 to make such Standing Orders consistent with the Memorandum and these Articles as it considers necessary to govern proceedings at General Meetings;
 - 68.4 to make such Rules consistent with the Memorandum and these Articles as it considers necessary to govern proceedings of the Board and the sub-committees;
 - 68.5 to make such Regulations consistent with the Memorandum and these Articles as it considers necessary to govern the management of the Company (including the operation of bank accounts, the payment of expenses and the commitment of funds);
 - 68.6 to establish and operate procedures for the resolution of disputes within the Company; and
 - 68.7 to exercise any powers of the Company that are not reserved to General Meetings.

Records and Accounts

69. The Company, through the Board of Trustees, shall comply in all respects with the requirements of the Companies Acts 1985 to 2006 and the Charities Acts 1993 to 2006, and all regulations made thereunder for the keeping of financial records, the preparation of reports and accounts, the audit or independent examination thereof, and the filing of returns, reports and accounts with the Registrar of Companies and the Charity Commission.
70. The Board of Trustees shall keep proper records of all proceedings at General Meetings, Trustees Meetings and sub-committee meetings, and of all reports prepared and professional advice obtained in the course of the work of those bodies.
71. All annual reports and accounts relating to the Company shall be made available for inspection by any member of the Company, and a copy of the latest annual report and accounts shall be supplied to any person on receipt of a written request and on payment of the Company's reasonable expenses in supplying them (as required by the Charities Act 2006).

Notices

72. Notices under these Articles may be sent by hand, by post or by email or (where applicable to members generally) may be published in any suitable journal or newspaper, or in any newsletter distributed to all members by the Company.
73. The address at which a member is entitled to receive notice is the relevant address as defined in clause 1 of these Articles.

74. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 74.1 twenty-four hours after being sent by email or after being delivered by hand to the relevant address;
 - 74.2 two clear days after being sent by first by first class post to the relevant address;
 - 74.3 three clear days after being sent by second class post or overseas post to the relevant address;
 - 74.4 on the date of publication of a journal or newspaper containing the notice;
 - 74.5 on being handed to the member personally, or to another person authorised by the member to receive such notice; and
 - 74.6 in any case, as soon as the member acknowledges receipt.
75. A technical defect in the giving of the notice of which all Trustees are unaware at the time does not invalidate decisions taken at the meeting.