

## **THE COMPANIES ACTS 1985 – 1989**

### **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

#### **MEMORANDUM OF ASSOCIATION OF IOCP**

1. The Company's name is IOCP
2. The Company's registered office is to be situated in England and Wales.
3. The objects of the Company are to promote the profession of Commissioning and Contracting Professionals, acting as a professional body for such persons; and in furtherance thereof:

(a) to promote, advance, serve and support the interests of Commissioning Professionals and the development of excellence in commissioning and associated practice.

(b) to consider any matter affecting Commissioning in its widest sense or the role and responsibilities of Commissioners, to take action on such matters and to present views, and make representations to relevant persons, bodies and organisations.

(c) to maintain, promote, develop and enhance the knowledge, skill, competencies and professional standards of Members of the Company.

and the Company shall have power to do all things incidental or conducive to the attainment of the Company's objectives, including in particular the powers:

(d) to hold interests in land or property (real or personal).

(e) to employ staff.

(f) to raise funds by:

(i) levying annual or other periodic subscriptions upon Members of the Company

(ii) inviting and receiving contributions from any person or persons whatsoever by way of donation, sponsorship or otherwise;

(g) to accept a transfer of the assets, funds, business, rights and liabilities of the unincorporated members' association known as the Company of Commissioning Professionals, on such terms, whether or not involving any consideration, as may be agreed between the Company and that association;

(h) to seek and procure the formation of limited companies (alone or jointly with any other person or body), to subscribe for, acquire and hold shares or other securities in such and any other companies and to provide administrative, financial and other services and facilities for any Company in which it holds any shares or other securities.

(i) to make pension arrangements for staff of the Company or of any limited Company which it owns or controls, including the giving of guarantees.

(j) to provide services, training, advice and assistance (on a commercial basis or otherwise) to local authorities, PCTs, Board and elected representatives, staff, local authority associations and other public and voluntary sector, charities, registered social landlords or private bodies and organisations.

(k) to organise meetings, seminars and conferences.

(l) to undertake research, publish papers, books, periodicals and other literature and materials (whether in traditional or electronic form) and to disseminate good practice.

(m) to establish links with the public sector and appropriate professional bodies and organisations in other countries, to provide to them (on a commercial basis or otherwise) services, training, advice and assistance and to co-operate with them on matters of mutual interest.

(n) to carry on any other trade or business which can be advantageously carried on in connection with or ancillary to any of the functions, activities and businesses of the Company.

(o) to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit.

(p) to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objectives.

(q) to establish and support or aid the establishment and support of any trusts, associations or institutions and to subscribe or guarantee money for purposes in any way connected with or calculated to further any of the objectives of the Company.

(r) to use electronic, sustainable means of communications and web based services;

(s) to do all or any of the things hereinbefore authorised either alone or jointly or in conjunction with any other person, body or organisation.

The income and property of the Company shall be applied towards the promotion of its objectives as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company; provided that nothing herein shall prevent any payment in good faith by the Company:

The Company will be responsible for;

(a) reasonable and proper remuneration to any member for any services rendered to the Company;

(b) reasonable and proper interest on money lent by any member of the Company; and

(c) reasonable and proper rent for premises demised or let by any member of the Company.

4. The liability of the Shareholders is limited to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after s/he ceases to be a Member, and to the costs, charges and expenses of winding up, and for the adjustment of rights of the contributories among themselves.

WE, the subscribers to this, Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

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Names, Addresses and Descriptions  
of Subscribers

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STEPHEN MABBOTT LTD.  
14 MITCHELL LANE  
GLASGOW  
G1 3NU

BRIAN REID LTD.  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
LOGIE GREEN ROAD  
EDINBURGH  
EH7 4HH

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DATED the 23<sup>rd</sup> AUGUST 2007

Witness to the above Signatures:-

JOY COLVINE  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
LOGIE GREEN ROAD  
EDINBURGH  
EH7 4HH

Company Registration Agent

# **THE COMPANIES ACTS 1985 – 1989**

## **ARTICLES OF ASSOCIATION OF IOCP**

### **Interpretation**

1.1 In these Articles, unless otherwise expressly provided or the context otherwise requires:

“the Act” means the Companies Act 1985, including any statutory modification or re-enactment of it for the time being in force;:

“Associate Member” means a person admitted as an International Member, a Past Service Member, an Honorary Life Member or an Honorary Member as provided for in Article 3 below;

“categories” in relation to Members and their rates of subscriptions includes, but is not confined to, the membership categories described in Article 2.1 and 2.2 below;

“ Commissioning Professional ” means a Member who has a role in commissioning and contracting services;

“clear days” in relation to the period of a notice means 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;

“communication” means the same as in the Electronic Communications Act 2000;

“the Chief Executive ” means the official of the Company appointed by the Management Board under the provisions of Article 8.4 below;

“electronic communication” means the same as in the Electronic Communications Act 2000;

“England” includes the Isles of Scilly;

“Public Sector” means all organisations contained within the Public Contracts Regulations 2006;

“local authority” does not include a parish, town or community council but does include a joint authority, trust, joint board or joint committee of local authorities;

“the Management Board” means the Board established pursuant to Article 8 below;

“Member” or “member” does not include an International Member, a Past Service Member, an Honorary Member or an Honorary Life Member; and “membership” shall be construed accordingly;

“the National Council” means the Council of the Company established pursuant to Article 9 below;

“Officer” in relation to the Company means a Company Officer elected pursuant to Article 5 below;

“rule” in relation to the Company means any provision of these Articles or any rule of a Branch or Section of the Company ;

“Commissioner ” means a person eligible to be a Member of the Company;

“the Secretary”, without the addition of “Company”, means the person, whether an officer of the Company or an official, appointed by the Management Board as Secretary of the Company in pursuance of Section 283 of the Act;

“the Company ” means the company named “Company of Commissioning Professionals”;

“IOCP” is the unincorporated members’ association known as the Company of Commissioning Professionals existing at the time these Articles become binding on the Company;

“subsidiary” has the same meaning as in Section 736 of the Companies Act 1985, but also includes any company limited by guarantee, the majority of whose members are appointed by the Company , and any subsidiary of such a company;

wherever any word or expression is described as including any one or more other words or expressions, that description shall be without prejudice to the generality of that word or expression; and words or expressions other than those defined above bear the same meaning as in the Act, but excluding any statutory modification of it not in force when these Articles become binding on the Company .

1.2 The Interpretation Act 1978 shall apply for the interpretation of these Articles as it applies for the interpretation of an Act of Parliament.

1.3 The Company is established for the purposes expressed in the Memorandum of Association.

## Membership

2.1 Membership of the Company is open to officers and staff in the public, private and voluntary sectors within England, Wales and Scotland, Northern Ireland, the Channel Islands and the Isle of Man who fall within one or more of the following descriptions:

- (a) all staff associated with the process of Commissioning and Contracting;
- (b) an officer holding any other senior post who is the head of a relevant professional service of strategic or corporate significance or whose personal functions and duties include supporting the commissioning and contracting function or service provision.

2.2 Membership of the Company is also open to officers of other bodies who fall within either of the following descriptions:

(a) an officer of any joint or other board, public authority or committee exercising commissioning functions in any of the areas mentioned in Article 2.1 above who is:

(b) an officer holding a commissioning or related professional post with any of the following bodies:

(i) an association of public bodies in England, Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man;

(ii) any agency, board or other organisation established by or otherwise accountable to any such association and delivering services to or for the benefit of its members;

(iii) any other association, company, organisation or body exercising functions or responsibilities relevant to or for the benefit of Commissioning in any part of the United Kingdom which the Council may from time to time approve for the purposes of this paragraph.

2.3 Persons who are elected members of local authorities who are members of the UK Parliament, the Scottish Parliament, the Welsh Assembly or the Northern Ireland Assembly shall be eligible to become Members of the Company, notwithstanding that they may be otherwise qualified.

2.4 Members and Directors elected or appointed to Boards responsible for Commissioning. i.e. Strategic Health Authorities, NOMS, Health Boards, NDPBs, Agencies.

2.5 Every application for membership by a person qualified to be a member shall be made in writing to the Chief Executive in such form as that officer may prescribe. Unless the Chief Executive determines that the applicant is not qualified for membership or that the application should be considered by the Management Board with a view to a determination under Article 2.6 below, the name of such person shall be forthwith entered into the register of members of the Company and on such entry such person shall become a member accordingly.

2.6 The Management Board shall have power to determine that membership should not be granted to an applicant whom it considers is not, for some lawful and reasonable cause, a fit person to hold membership of the Company.

2.7 A Member of the Company who ceases to be eligible, or becomes not eligible, for membership shall immediately thereon cease to be a Member; but an Officer of the Company who ceases to be eligible for membership may continue to be a Member and continue to hold the office concerned until the election of a successor at the next Annual General Meeting.

2.8 A Member may resign from the Company at any time by giving the Chief Executive written notice to that effect. The Member's name shall then be removed from the register of members and he or she shall thereupon cease to be a member. The Member shall be liable to the Company for any subscription unpaid at the date of resignation, including the subscription for the whole of the current membership year.

2.9 No right or privilege of any Member as such shall be transferable or transmissible, but all such rights and privileges shall cease upon the Member ceasing to be such or becoming deceased.

2.10 Members of the Company shall be subject to the disciplinary provisions and procedure set out in Annex A.

### **Associate Members**

3.1 Persons who are not qualified to be Members of the Company may be admitted as Associate Members in one or other of the categories provided for below in this Article.

### **International Membership**

3.2 Persons who currently hold membership (in any category other than honorary) of any overseas Company, Company, association or other body concerned with Commissioning which is for the time being approved by the Management Board for the purpose of this paragraph may on written application to the Chief Executive become International Members of the Company.

3.3 On ceasing to be a member of the relevant overseas Company, institution, association or other body an International Member shall automatically cease to be an International Member of the Company.

### **Past Service Membership**

3.4 Persons who are or have previously been Members or International Members of the Company and cease to be or currently are not eligible for such membership may on written application to the Chairperson of the Board become Past Service Members of the Company.

3.5 When determining rates of subscription for Past Service Members in respect of a particular membership year, the Annual General Meeting may, if it thinks fit, allow the option of a single subscription entitling them to hold Past Service Membership for life; any Past Service Member who has opted for and paid the single subscription in a year when that option was available shall not subsequently become liable to pay annual subscriptions if the option is not available in the following, or any later, year.

### **Honorary Membership**

3.6 The National Council or the Company in General Meeting may resolve to confer Honorary Membership of the Company on any person it may think fit; such Membership shall be conferred either for a specific period or for a specific purpose stated in the resolution.

### **Honorary Life Membership**

3.7 The National Council or the Company in General Meeting may resolve to confer Honorary Life Membership of the Company upon any person who ceases to be, or has previously been, a Member, International Member or Past Service Member of the Company.

### **General Provisions**

3.8 Associate Members, of whatever category shall not, by virtue of being Associate Members, be Members of the Company for the purposes of these Articles and their rights (if any) shall not include a right to vote at General Meetings of the Company or at meetings of Territorial Branches; but they shall enjoy all such other rights, benefits and facilities within the Company as the National Council shall from time to time determine; and, if the National Council thinks it appropriate, different rights, benefits and facilities may be determined for different categories of Associate Members.

3.9 The Secretary shall keep a register of all Associate Members of the Company.

3.10 The provisions of Articles 2.4, 2.5 and 2.7 above and the disciplinary provisions and procedure set out in Annex A shall apply to International Members, Company Members and Past Service Members in the same way as they apply to Members of the Company.

## **General Meetings**

4.1 The Company shall in each year hold a general meeting as its Annual General Meeting, in addition to any other meetings in that year, an Annual General Meeting of Members shall be held at a time and place decided by the Management Board; the notice calling it shall specify the meeting as such and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

4.2 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

4.3 The Secretary shall send to all Members not less than 14 clear days' written notice of all General Meetings; the notice shall specify the time and place of the meeting and the business to be transacted.

4.4 The accidental omission to send notice of a General Meeting to, or the non-receipt of notice by, any Member shall not invalidate the proceedings of that Meeting.

4.5 An Extraordinary General Meeting shall be called if the Management Board or the National Council at any time so directs or if the Secretary receives a requisition made in writing signed by thirty Members and stating the object of the meeting. If the Secretary does not proceed to convene a meeting within 21 days from the date of receipt of the requisition, the requisitionists, or a majority of them, may themselves convene a meeting in accordance with the provisions of Section 368 of the Act.

4.6 The Management Board or the National Council (as the case may be) shall determine the time and place of any Extraordinary General Meeting which it directs; the time and place of any Extraordinary General Meeting requisitioned by Members shall be determined by the President or, if the meeting is convened by requisitionists as provided in Article 4.5 above, the requisitionists.

4.7 The following business shall be transacted at every Annual General Meeting:

(a). The election of Officers of the Company.

(b). The receipt from the Management Board of an Annual Report and Audited Accounts (copies of both of which shall be circulated to Members not less than 14 days before the meeting).

(c). Any recommendation which the Management Board may submit for the fixing or variation of the subscriptions payable by Members of the Company and others.

(d). Any matter within the objects of the Company of which a Member has given to the Secretary one calendar month's prior written notice requesting it be considered at the meeting.

(e). All such other matters as may be stated in the notice of the meeting given by the Secretary.

(f). Any other matter which the President (or other person presiding) considers should be considered by the Meeting because of urgency or for some other special reason.

4.8 The quorum of a General Meeting shall be thirty-five Members or, if fewer, one-third of the total number of Members. No business shall be transacted unless a quorum is present. If a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the President, or other person Chairing the meeting, shall determine.

4.9 The President, or in the President's absence the Senior Vice-President, or in the absence of them both the Junior Vice-President, shall Chair all General Meetings of the Company; in the absence of them all, the meeting shall elect one of the Members present to Chair.

4.10 With the consent of a meeting at which a quorum is present, the President, or other person Chairing, may, and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place; but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

4.11 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or by any member. Unless a poll be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

4.12 Except as provided in Article 4.14, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

4.13 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

4.14 A poll demanded on the election of a Chairperson, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

4.15 Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more members.

### ***Votes of Members***

4.16 Every Member shall, subject to Article 15.10, have one vote.

4.17 On a poll, votes may be given either personally or by proxy.

4.18 The appointment of a proxy shall be executed by or on behalf of the appointor or of his or her attorney duly authorised in writing. A proxy must be a member of the Company.

4.19 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Management Board shall

(a) in the case of an instrument in writing be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and

(b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications-

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the Company in relation to the meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, shall be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, and an appointment of proxy which is not deposited, delivered or received in a manner so required shall be invalid. In this regulation and in Article 4.23 below, "address", in relation to electronic communications, includes any number or address used for the purposes of such communication.

4.20 An appointment of a proxy shall be in the following form or a form as near thereto as circumstances admit:

"Company of Commissioning Professionals

I [ ] of [ ] being a Member of the above-named Company, hereby appoint [ ] of [ ] or failing him or her [ ] of [ ]\* as my proxy to vote for me on my behalf at the (Annual or Extraordinary, as the case may be\*)

General Meeting of the Company to be held on the [ ] day of [ ] 20[ ] and at any adjournment thereof.

Signed this [ ] day of [ ] 20[ ].

\* Strike out whichever is not desired".

4.21 Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act, the appointment of a proxy shall be in the following form or a form as near thereto as circumstances admit:

"Company of Commissioning Professionals

I [ ] of [ ] being a Member of the above named Company , hereby appoint [ ] of [ ] or failing him or her [ ]of [ ]\* as my proxy to vote for me on my behalf at the (Annual or Extraordinary, as the case may be\*) General Meeting of the Company to be held on the [ ] day of [ ] 20[ ] and at any adjournment thereof.

This form is to be used in favour of/against\* the resolution/resolutions\* numbered [ ].

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

Signed this [ ] day of [ ] 20[ ].

\*Strike out whichever is not desired”.

4.22 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.

4.23 A vote given in accordance with the terms of an appointment of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the registered office or at such other place at which the appointment of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the proxy is used.

4.24 No motion shall be moved at a General Meeting which does not relate to or arise from an item of business specified in the notice of the meeting.

4.25 In all other respects the procedure at General Meetings shall be such as the President, or other person presiding, may determine.

## **The Officers**

5.1 The Officers of the Company shall be:

- (a). a President
- (b). a Senior Vice-President
- (c). a Junior Vice-President
- (d). a Past President
- (e). a Chief Executive ( non elected)
- (f). a Head of Finance Portfolio
- (g). an Company Solicitor

## **Election of COMPANY Officers**

5.2 Subject to Article 5.4 below, the Company Officers excepting the Chief Executive shall be elected by the Members at each Annual General Meeting, shall come into office at the conclusion of the Meeting and shall, unless they resign, hold office until the conclusion of the next Annual General Meeting.

## **President, Senior Vice-President, Junior Vice-President**

5.3 The first Company Officer to be elected at each Annual General Meeting shall be the President; and unless the National Council has determined to the contrary or the Member is not willing to accept the office, the Meeting shall elect as President the Member who currently is the Senior Vice-President. But if the Member who is currently President was appointed or succeeded to the office on a casual vacancy, the Meeting shall re-elect the President to the office, subject to any direction to the contrary by the National Council and to the Member being willing to continue in office.

## **Past President**

5.4 At each Annual General Meeting, the person who then ceased to be President shall automatically come into office as Past President without formal election, provided that the person continues to be a Member of the Company and has not signified unwillingness to hold the office; but the Past President shall cease to hold office if he or she subsequently ceases to be a Member of the Company and shall be succeeded by the person who most recently held the office of President and is still a Member of the Company, who shall also forthwith come into office as Past President without formal election and shall hold office on the same basis, including provision for cessation of office and succession.

## **OFFICERS OF THE COMPANY**

### **Proposal or Nomination**

5.5 Except in the cases of:

- (a) the election of the Senior Vice-President as President;
- (b) the re-election of a President who became such on a casual vacancy; and
- (c) the candidature of the Junior Vice-President for the office of Senior Vice-President (which candidature shall be ex officio unless the Junior Vice-President has signified unwillingness to hold the office) candidates for election to all Company Officer posts shall require to be proposed and seconded by Members in writing to the Chief Executive, or be nominated by the National Council, not later than 21 days before the Annual General Meeting; but if in the case of the election of the President at an Annual General Meeting:
  - (i) there is currently no Senior Vice-President or the Senior Vice-President has signified unwillingness to hold the office; and

(ii). there is no other valid nomination before the Meeting the Members present at the Meeting may resolve to elect a candidate duly proposed and seconded in a written nomination given later than 21 days before the meeting or, if there is no such nomination, a candidate proposed and nominated orally at the Meeting.

## **Re-election**

5.6 Except for the President, who shall not hold that office more than once, excluding any period of office arising from a casual vacancy, Company Officers shall be eligible for re-election to the same office.

## **Eligibility**

5.7 No person may be elected as an Officer of the Company unless they are a Member of the Company.

## **Withdrawal of Candidature**

5.8 Any candidate for office may withdraw the candidature by notice in writing to the Chair of the Board.

## **Postal Ballots**

5.9 If within the specified period more than one valid nomination is received for any office, the Chair of the Board shall cause a postal ballot of all the Members to be held before the Annual General Meeting. All Members shall be invited to place in order of preference all candidates for the particular office. If one candidate has an absolute majority of first preferences that candidate shall be elected. If no candidate has an absolute majority of first preferences, the candidate with the lowest number of first preferences shall be eliminated and the second preferences of those Members who cast their first preferences for the eliminated candidate shall be taken into account. This process shall be repeated until one candidate has an absolute majority. The Chief Executive shall report the name of the successful candidate to the Annual General Meeting, who shall by resolution confirm the election of that candidate.

## **Casual Vacancies**

5.10 A casual vacancy arising in any office other than that of President or Senior Vice-President shall be filled by the National Council. In the event of a casual vacancy in the office of President, the Senior Vice-President shall succeed, unless the National Council determines to the contrary. In the event of a casual vacancy in the office of Senior Vice-President, the Junior Vice-President shall succeed, unless the National Council determines to the contrary.

## **Duties of Company Officers**

5.11.1. The Chief Executive shall act as Chairperson of the Management Board and exercise, subject to the directions of the Management Board, a general supervision of the work of the Company and discharge such other functions or duties as the National Council may from time to time determine.

5.11.2. The Company Head of Finance Portfolio shall have overall strategic responsibility for the finances of the Company and shall be responsible for ensuring any necessary arrangements are in hand for the receipt and payment due to and from the Company, report to National Council and the Management Board as required on the finances of the Company or any company in which the Company has an interest, arrange for the annual preparation of a detailed Statement of Accounts made up to its accounting year end, submit it to the Company's auditors for audit and when it has been audited deliver a copy of the Statement to the Chairperson of the Management Board in sufficient time for it to be laid before the relevant Annual General Meeting.

5.11.3 The Company Solicitor shall act as Solicitor to the Company, shall advise the Management Board, the National Council and General Meetings upon any legal matter affecting the Company, including the interpretation of these Articles and the Company's Memorandum of Association., and, unless appointed as Secretary, shall be the Deputy Secretary of the Company for the purpose of Section 283(3) of the Act.

5.11.4 Subject to the provisions of Articles 8.5 and 8.14 and to any contrary direction by the Management Board, the Company Solicitor shall also, if the office of Chief Executive is vacant or there is for any other reason no Chief Executive capable of acting, do anything or perform any function required or authorised to be done or performed by the Chief Executive under these Articles.

5.11.5 With any direction of the Management Board, the Chief Executive may arrange for the discharge of any of his or her duties and responsibilities, except those of Chairing the Management Board and exercising general supervision of the work of the Company as specified in Article 5.11.1 above, by the Director-General; and for that purpose the Chief Executive may, subject to any such direction and to those exceptions, delegate to the Director-General any of the functions conferred on the Chief Executive by these Articles.

## **Assistant Company Officers**

5.12. On the recommendation of the Company Officers, the National Council may from time to time appoint from among Members of the Company not more than seven Assistant Company Officers to assist the Company Officers with the performance and discharge of their duties and responsibilities.

5.13. The Assistant Company Officers shall, unless removed earlier by resolution of the National Council, hold office until the commencement of the first meeting of the National Council to be held after the next Annual General Meeting of the Company, but shall be eligible for re-appointment.

5.14. The Company Officers may allocate specific functions or responsibilities to individual Assistant Company Officers and assign them appropriate designations to reflect those functions and responsibilities.

## **BRANCHES**

6.1 There shall be Branches of the Company, each based upon a Territorial Division.

6.2 The Branches as at the date these Articles become binding on the Company shall be those specified in Annex B.

6.3 The Company may, by resolution of a General Meeting, amend, amalgamate or alter the Territorial Divisions and create new, altered or amalgamated Branches; any such resolution may include directions as to any consequential, related or ancillary matter, including the allocation or transfer, in whole or in part, of Branch funds and the numbers of Branch representatives on the National Council.

6.4 Membership of a Branch shall be open to any Member of the Company who is employed in an area within the Territorial Division of the Branch or a Territorial Division adjacent to it.

6.5 Membership of a Branch shall be conditional upon the Member continuing to be a Member of the Company.

6.6 The President of the Company shall be ex-officio a member of every Branch.

6.7 A Branch may determine an annual subscription payable to it by its members.

6.8 No Branch, and no officer of a Branch, may, except with the previous written consent of the National Council or Management Board, charge the Company with any expense or pledge the credit of the Company; and the Company shall not be liable for any deficiency arising in the funds or accounts of a Branch.

6.9 Except after consultation with the National Council or Management Board, no view shall be expressed by any Branch on any matter affecting the role and responsibilities of all Members, as opposed to a matter of interest and concern only to the members of the Branch.

6.10 Every Branch shall make it clear in any view it expresses or in any report of its proceedings that views and opinions expressed are those of the Branch and not of the Company.

6.11 Every Branch shall hold an Annual Meeting and may arrange such other meetings each year as it may think fit.

6.12 Every Branch shall at its Annual Meeting appoint until the next Annual Meeting its officers, who shall be a Chairperson, a Vice-Chairperson, an Honorary Secretary, an Honorary Treasurer and one or more Honorary Auditors.

6.13 Annual accounts of the income and expenditure of each Branch shall be produced by the Branch's Honorary Treasurer and shall be presented along with a report of the Honorary Auditor or Auditors to the relevant Annual Meeting of the Branch.

6.14 Two or more Branches may arrange joint meetings when they consider it expedient to do so. Branches may arrange meetings with any other bodies or persons as they may think fit.

6.15 A Branch may constitute committees from among its members.

6.16 The Honorary Secretary of a Branch shall send to the Chief Executive of the Company:

(a). within one month after any meeting of the Branch, a copy of the minutes of that meeting; and

(b). in May of every year, or such other month as the Chief Executive may direct, a list of the members of that Branch.

6.17 Subject to the foregoing paragraphs, every Branch may determine as it thinks fit the manner in which its proceedings and business shall be transacted; and a Branch may, subject to their approval by the National Council or Management Board, make formal Rules for the management of the Branch, its funds and any other assets and the admission of members.

6.18 If no Annual Meeting of a Branch be held within fifteen months after the date of the last Annual Meeting or if for any reason the National Council or Management Board shall consider it desirable that a Branch shall be dissolved, the National Council or Management Board may make a recommendation to that effect to a General Meeting of the Company; if that recommendation is adopted, the Branch shall thereupon be dissolved and any balance of its funds after discharge of its outstanding liabilities shall be paid to the Company by the appropriate former officer or officers of that Branch.

## Sections

7.1 Members of the Company who are:-

(a) officers of a particular type of organisation ; or

(b) Members of a particular membership category (as described in Article 2.1 or 2.2 above), whether officers of a particular type of organisation generally may resolve to form a Section for the purpose of their particular interests and concerns.

7.2 Any Section shall be entitled to meet together; and any one Section shall be entitled to meet with one or more other Sections or with any other persons or bodies as it may think fit.

7.3 Membership of Sections shall be confined to those who are Members of the Company and shall be conditional upon their continuing to be Members of the Company.

7.4 Any Section shall be entitled to appoint its own honorary officers, including an honorary secretary, and to determine and levy an annual subscription payable by its members.

7.5 Any Section shall be entitled to make its own rules for the management of the business and affairs of the Section; but such rules shall not become operative until they have been approved by the National Council.

7.6 If the Company is able to nominate to a representative body an adviser whose responsibilities will relate to a particular type of organisation, and there is a duly constituted Section of officers of that particular type of organisation, the Company's nomination shall be determined by that Section.

7.7 No Section, and no officer of a Section, may, except with the previous written consent of the National Council or Management Board, charge the Company With any expense or pledge the credit of the Company; and the Company shall not be liable for any deficiency arising in the funds or accounts of a Section.

7.8 Except after consultation with the National Council or Management Board, a Section shall not express any view on any matter affecting the role and responsibilities of all Members, as opposed to a matter of interest and concern only to the members of that Section.

7.9 Every Section shall make it clear that any view expressed by it or in any report of its proceedings is that of the Section and not that of the Company.

7.10 The President shall be ex officio a member of every Section.

# **MANAGEMENT BOARD**

## **Composition, Powers and Functions**

8.1 The Company Officers of the Company, the Assistant Company Officers (if any) and the Chief Executive and two non-executive Directors shall be the Directors and shall together constitute the Management Board of the Company.

8.2 The Management Board shall have control over and responsibility for all the affairs and property of the Company and the conduct of its business and shall exercise all such powers of the Company as it thinks fit except as otherwise provided by these Articles.

8.3 The Management Board shall in particular exercise all powers relating to the engagement, management and employment of all such paid officials and other employees as it may consider necessary and the determination of their duties, remuneration and conditions of employment.

8.4 In exercise of its powers under Article 8.3 above, the Shareholders will appoint a Chief Executive of the Company, whose functions and responsibilities shall include:

(a) the executive direction and management of the Company's staff, organisation and day to day operation, in consultation with the Company Officers and the Management Board as appropriate;

(b) unless the Management Board otherwise directs, to be the Secretary of the Company for the purpose of Section 283 of the Act;

(c) such of the functions of the Chief Executive under these Articles as the Chief Executive may from time to time delegate to other Directors; and

(d) such other functions and responsibilities as the Management Board may from time to time determine.

8.5 The Management Board may appoint one of its number to exercise, subject to its directions, a general supervision of the work of the Company in the absence of the Chief Executive or in the event of any vacancy in that office.

8.6 Notwithstanding anything in these Articles, the Shareholders may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any member of the Management Board before the expiration of his or her period of office. Upon the passing of any such resolution in respect of a member of the Management Board, the member shall also cease to hold the Company or Assistant Company Officer post by virtue of which he or she became a Director and a member of the Management Board.

## **Proceedings Of the Management Board**

8.7 The Management Board may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Management Board. It shall not be necessary to give notice of a meeting of the Management Board to any Director for the time being absent from the United Kingdom.

8.8 The quorum necessary for the transaction of the business of the Management Board shall be three or, if fewer, one-half of the number of Directors.

8.9 The Management Board may continue to act even though the number of its members is reduced below the number of seven, but if at any time is reduced below three, the continuing members of the Management Board may act for the purpose of filling vacancies until there are at least four members of the Management Board. or for the purpose of summoning a General Meeting of the Company, but for no other purpose.

8.10 The Management Board shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Management Board;

(b) of the names of the members of the Management Board present at each meeting of the Management Board and of any committee of the Management Board;

(c) of all resolutions and proceedings at all meetings of the Company, and of the Management Board and of committees of the Management Board.

8.11 All acts done by a meeting of the Management Board or of a committee of the Management Board, or by a person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

8.12 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Management Board, or a committee of the Management Board, shall be as valid and effectual as if it had been passed at a meeting of the Management Board, or of that committee, duly convened and held; any such resolution may consist of several documents in like form each signed by one or more Directors.

8.13 The Management Board, or a committee of the Management Board, may hold meetings by telephone, either by conference telephone connections, web conferencing, or by a series of telephone conversations, or by exchange of facsimile transmissions and/or electronic mail messages or other electronic communications copied or addressed to the Secretary. The views of the Management Board, or a committee of the Management Board, as ascertained by such telephone conversations, facsimile transmissions or electronic mail messages and communicated to the Secretary shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner and signed by the Chairperson shall be as valid and effectual as if it had been passed at a meeting of the Management Board, or of that committee, duly convened and held.

### **Disqualification of Directors**

8.14 The office of a Director shall be vacated if the Director:

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes prohibited from being a Director by reason of any order made under any legislation, including any provision of the Company Directors Disqualification Act 1986; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her property and affairs; or
- (d) resigns from or otherwise ceases to hold his or her office as a Company or Assistant Company Officer; or
- (e) resigns from or otherwise ceases to hold his or her employment as Chief Executive ; or
- (f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in the manner required by Section 317 of the Act;

### **Chairperson**

8.15 If there is no Chief Executive for the time being appointed and holding office, the Management Board shall appoint from among the Directors a Chairperson of its meetings.

8.16 In the case of an equality of votes on any resolution at a meeting of the Management Board, the Chairperson shall have a second or casting vote.

## **Delegation**

8.17 The Management Board may delegate any of its powers to any committee consisting of two or more Directors or other persons or to a single Director. Any such delegation may be made subject to any conditions or restrictions the Management Board may impose, may be either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any conditions imposed by the Management Board, the proceedings of a committee with two or more Directors shall be governed by the Articles regulating the proceedings of the Management Board so far as they are capable of applying.

8.18 The Management Board may delegate to any of the Company's Officers, or to any employed official, the power to make decisions and take action in respect of any matter; such delegation may be to more than one of them jointly, may be conditional upon prior consultation with or approval by one or more other Officers, may be conferred either generally or in particular circumstances (including the need to take urgent action) and may be subject to restrictions or conditions.

## **Panels, Working Groups etc**

8.19 The Management Board may from time to time appoint, establish, vary or discontinue any such panel, working group, task group or other body of Members as it may think appropriate for particular purposes, subject areas or tasks or to facilitate the transaction of the Company's business or the achievement of its objects.

8.20 Every such body shall report to and be accountable to the Management Board and shall also from time to time report to the National Council.

8.21 No such body shall express a view on any matter affecting the role and responsibilities of all Commissioning Professionals (as opposed to a matter of interest and concern only to the members of that body) except after consultation with the Management Board.

8.23 Every such body shall make it clear that any view expressed by it or in any report of its proceedings is that of the body and not that of the Company.

## **Directors' Interests**

8.24 If a Director has an interest, whether pecuniary or non-pecuniary, and, if pecuniary, whether direct or indirect, in any contract, proposed contract or any other matter and is present at a meeting of the Management Board, a committee of that Board or a General Meeting of the Company at which the contract or other matter is the subject of consideration, he or she

(a) shall, as soon as practicable after its commencement, disclose the interest; and

(b) provided that he or she has done so, may take part in the consideration or discussion of the contract or other matter; but

(c) may not, except as provided in Article 8.24, vote on any question with respect to it. If the Director does so vote, his or her vote shall not be counted.

8.25 If at any meeting of the Management Board not less than two-thirds of the Directors who are present have an interest for the purposes of Article 8.23 in any contract or other matter which is the subject of consideration, those Directors may vote on any question with respect to it if the Chairperson considers that to be necessary or desirable for the proper despatch of the Company's business and gives his or her consent thereto; any such consent, and the reasons therefor, shall be recorded in the minutes of the meeting.

8.26 No person may be the Chairperson of any meeting of the Management Board during such time as any contract or other matter in which he or she has an interest for the purposes of Article 8.23 is the subject of consideration; but this shall not apply if all the Directors who are present have such an interest; and in any such case, the Chairperson may, notwithstanding the interest he or she has, also give consent under Article 8.24 to enable voting by all the Directors present, including the Chairperson.

8.27 For the purposes of Article 8.23 and (so far as material) Article 8.28:

(a) a Director shall be treated as having an indirect pecuniary interest if:

(i) he or she or any nominee of him or her is a member or director (or equivalent) of a company or other body with which the relevant contract was made or is proposed to be made or which has a direct pecuniary interest in the other matter under consideration;

(ii) he or she is a partner, or is in the employment of, a person with whom the contract was made or is proposed to be made or who has a direct pecuniary interest in the other matter under consideration;

(b) a Director shall be treated as having a non-pecuniary interest if:

(i) there is some other personal or family connection (not amounting to a pecuniary interest) between him or her and the contract, proposed contract or other matter or any person or body who or which has a pecuniary interest therein; or

(ii) any other circumstances exist which are such that any disinterested person, knowing the facts of the situation, would reasonably think that the Director might be influenced by them in the consideration or discussion of the contract or other matter;

(c) in the case of any two persons living together, an interest of the one shall, if known to the other, be deemed to be also an interest of the other;

(d) an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers;

(e) due to the founding arrangements, all dealings with SOLACE and Barony Consulting and their officers are exempt from these provisions;

(f) a general notice to the Directors that a Director is to be regarded as having an interest, of the nature and extent specified in the notice, in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction, of the nature and extent so specified.

8.28 Subject to the provisions of the Act, a Director may enter into any agreement or arrangement with the Company for the provision by him or her of services outside the scope of the ordinary duties of a director.

Any such appointment, agreement or arrangement may be made upon such terms as the Management Board determines.

8.29 Subject to the provisions of the Act and provided that he or she has disclosed to the Directors the nature and extent of any material interest of his or hers, whether pecuniary or non-pecuniary, a Director notwithstanding his or her office:

(a) may be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested; and

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(c) shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she derives from any such office or employment or any such transaction or arrangement or from any interest in any body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

## **National Council - Functions**

9.1 There shall be a National Council of the Company, whose functions shall be:

(a) to make recommendations to the Management Board and, if thought fit, to the General Meeting on any issues relating to annual budgets, accounts and subscriptions;

(b) to have oversight of the discharge by the Management Board of its duties and responsibilities and assist in maintaining its accountability to the Members;

(c) to be a means of consulting the Members and, through the provision of advice to the Management Board, involving the wider membership in policy formulation and decision-making on behalf of the Company;

(d) to be a means of initiating new or altered policies for the Company by the submission to the Management Board or the Company in General Meeting of recommendations on any matter within the powers of the Company;

(e) to consider any proposals by the Management Board for new or altered rates of subscription as provided in Clause 10.7 below and all annual budgets and accounts which the Management Board proposes to submit to the Company in General Meeting and to make recommendations thereon, to the Management Board and, if thought fit, also to the General Meeting;

(f) subject to consultation with the Management Board, to issue position statements on any matter affecting the or Company its Members;

(g) to discharge the various other functions allocated to it by these Articles;

(h) to receive reports on a regular basis from the Management Board and from any Section, Branch, panel, working group or other body established by the Management Board as the National Council may from time to time request, whether on a standing or ad hoc basis and to express or formulate any views or recommendations arising therefrom;

(i) to appoint and, if thought fit, remove Assistant Company Officers as provided for in Articles 5.12 and 5.13;

(j) to propose, if thought fit, a resolution under Section 303 of the Act for the removal of any or all of the Company Officers as Directors before the expiration of their periods of office and to advise the Members on any such resolution which may be proposed by any other Member or Members;

(k) to undertake any other activity on behalf of the Company which the Management Board may request.

## **Composition**

9.2 The National Council shall comprise:

- (a) ex officio members
- (b) one or more co-opted members (if any)
- (c) 20 elected members

9.3 The ex officio members shall be:-

- (a) the President
- (b) the Senior Vice-President
- (c) the Junior Vice-President
- (d) the four most recent Past Presidents (so long as they are still Members of the Company)
- (e) the Chief Executive
- (f) the Company Head of Finance Portfolio
- (g) the Company Solicitor
- (h) the Assistant Company Officers

9.4 The co-opted members shall be such of the following, not already being ex officio or elected members, as the National Council may from time to time appoint:

- (a) any Chairperson of a company which is a subsidiary of the Company or to which the Company appoints a majority of its members or directors
- (b) any Chairperson of a charitable body connected with or otherwise associated with the Company
- (c) any Chairperson or Secretary of a panel , working group, task group or other body of Members for the time being established by the Management Board
- (d) any employed official of the Company. Co-opted members of the National Council shall hold office from the date of their appointment until the first meeting of the National Council after the next Annual General Meeting of the Company .

9.5 A Co-opted member shall be either a voting or a non-voting member of the National Council, according as the National Council may determine at the time of the Member's co-option. In default of any such determination at the time of co-option, a co-opted member shall be deemed to have been co-opted as a voting member.

9.6 The elected members shall comprise:

(a) 20 Branch Members; and

(b) 10 Non-Branch Members. They shall come into office at the Annual General Meeting following their election and shall hold office until the next Annual General Meeting

9.7 Only Members of the Company may be or become elected members of the National Council; any elected member who ceases to be a member of the Company shall cease to be a member of the National Council; and any ex officio member or co-opted member who ceases to hold the office or position through which he or she became a member of the National Council shall cease to be such a member.

### **Election of Branch Members**

9.8 Each Branch shall be entitled to appoint each year to the National Council the number of members allocated to it in Annex B.

9.9 The procedure for election of each Branch's members shall be as the Branch may from time to time determine and may be laid down in its Rules.

9.10 The Honorary Secretary of each Branch shall, not later than four weeks before the ensuing Annual General Meeting, notify in writing to the Chief Executive of the Company the names of the Members the Branch has elected; and the Chief Executive of the Company shall report them to the Annual General Meeting.

### **Election of Non-Branch Members**

9.11 Members shall be elected from among those who are officers of the following classes of authority, the number from each class being as specified:-

#### **Class of Authority No. of Members**

Local Authorities  
Civil Service Departments  
PCTs  
Strategic Health Authorities  
NDPBs

Voluntary and Third Sector  
Commercial Sector

9.12 Every candidate for election shall be proposed and seconded by Members of the Company and shall have signified willingness to serve.

9.13 Every proposal of a candidate for election shall be notified to the Chief Executive by the proposer not less than twenty-one days before the relevant Annual General Meeting.

9.14 If there are more candidates who are officers of a particular class of authority than the numbers specified for that class, the Chief Executive shall cause a postal ballot to be held of all the Members of the Company who are officers of that class of authority.

9.15 In any postal ballot:

(a) the Members entitled to vote may each cast as many votes as they wish up to a maximum of the number specified for the class of authority concerned;

(b) the ballot papers shall instruct accordingly;

(c) no Member may cast more than one vote for any one candidate;

(d) any ballot paper containing more votes than the maximum shall be invalid;

(e) the candidates receiving the highest number of votes shall be declared elected, according to the number of vacancies; in the event of any equality of voting which needs to be resolved in order to determine who is elected, the Chief Executive shall determine the matter by lot at the Annual General Meeting.

9.16 The Chief Executive of the Company shall report the names of the elected candidates to the Annual General Meeting.

## **Deputies**

9.17 Every Branch shall be entitled to nominate Deputies to attend and vote at meetings of the National Council in place of the Branch Members it has appointed.

## **Casual Vacancies**

9.18 A casual vacancy for a Non-Branch Member shall be filled by the National Council either:

(a) on the nomination of the appropriate Section; or

(b) if there is no such Section, after appropriate consultations.

9.19 A casual vacancy for a Branch Member shall be filled by the Branch concerned; until the vacancy is filled, any Deputy previously appointed by the Branch shall continue to be entitled to attend meetings and vote in place of the former Branch Member.

## **Meetings**

9.20 The President, or in the President's absence the Senior Vice-President, or in the absence of them both the Junior Vice-President, shall preside at all meetings of the National Council; and in the absence of them all the meeting shall elect one of the Members present to preside, but shall not elect for that purpose the Chief Executive or any other member of the Management Board who has presided at any meeting of the Management Board held since the last meeting of the National Council.

9.21 The quorum shall be six members.

## **Committees**

9.22 The National Council may from time to time establish, vary or discontinue any such committee as it may think fit, appointed by it from among the members of the National Council, for the purpose of discharging or advising on the discharge of any function allocated to the National Council under these Articles.

9.23 The National Council may delegate to any such committee the power to make decisions and take action in respect of any matter within its own powers under these Articles and any such delegation may be subject to such restrictions or conditions (if any) as the National Council may consider appropriate.

## **FINANCE AND PROPERTY**

### **Financial Year**

10.1 The financial year of the Company shall, unless the Management Board otherwise determines and alters the Company's accounting reference date in accordance with the Act, run from the date of incorporation to 31st March in the following year. Thereafter 1<sup>st</sup> April till the 31<sup>st</sup> March.

### **Accounts**

10.2 The Management Board shall cause accounting records to be kept in accordance with the provisions of the Act.

10.3 The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the Directors and of the Secretary of the Company .

10.4 The Management Board shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

10.5 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report and Board's report shall, not less than twenty-one days before the date of the meeting, be sent to every member of, and every holder of debentures of, the Company.

Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

### **Membership Year**

10.6 The membership year of the Company shall, unless the Management Board otherwise determines, run from 1st July in each year to 30th June in the following year.

### **Subscriptions**

10.7 Subscriptions may be levied by the Company upon Members, International Members and Past Service Members in respect of each membership year. The rates of subscription shall be as determined from time to time by the Company at an Annual General Meeting on the recommendation of the Management Board following consultation with the National Council. Any determination of new subscription rates shall be effective for the membership year, which commences after the Annual General Meeting at which the determination is made.

10.8 In determining rates of subscription, an Annual General Meeting shall have discretion to determine different rates for Members, International Members and Past Service Members and for different categories of Members, International Members and Past Service Members; in determining categories of Past Service Members an Annual General Meeting may in particular differentiate between those Past Service Members who are currently engaged to a significant extent in business, employment or professional practice and those who are not.

10.9 Annual subscriptions in respect of every membership year shall become payable by each Member, International Member or Past Service Member on the first day of that year. No refunds shall be made, save at the discretion of the Management Board, once a subscription has been paid.

10.10 A Member, International Member or Past Service Member whose subscription in respect of a membership year has not been paid by the end of that year or two months after receiving a written reminder from the Company Head of Finance Portfolio referring to this provision, whichever is later, shall then automatically cease to be in membership, but shall be eligible to rejoin the Company at any time subsequently.

10.11 If the former Member, International Member or Past Service Member subsequently rejoins the Company and the arrears of subscription are paid, or relieved under Article 10.13 below, the Management Board may at its discretion deem such person to have held membership continuously throughout the period in which that person would otherwise have been excluded; but this provision shall not operate so as to restore a Member to any office in the Company or to membership of the National Council if the Member lost the office or membership as a consequence of losing membership of the Company for the non-payment of the subscription.

10.12 A person who becomes a Member, International Member or Past Service Member shall be immediately liable for the whole of the subscription for the current membership year; but if a person becomes a Member, International Member or Past Service Member on a date six months or more after the commencement of the membership year, the liability for subscription shall be reduced by one-half for the remainder of that year.

10.13 The Management Board may in its discretion relieve, in whole or in part, any Member, International Member or Past Service Member of liability for any subscription.

### **Funds and Assets**

10.14 The funds of the Company shall be held in one or more bank accounts in the name of the Company.

10.15 All funds and assets whatsoever in the possession of the Company shall be held, paid and applied as the Management Board may from time to time direct for purposes within the scope, direct or indirect, of the objects of the Company and in accordance with the provisions of these Articles and the Company's Memorandum of Association.

### **Cheques etc.**

10.16 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Company Head of Finance Portfolio or by the President or by any other person whom the Company Head of Finance Portfolio may nominate or by such other person or persons as the Management Board shall from time to time by resolution determine.

## **Investments**

10.17 The funds of the Company not required for current business or to meet accruing liabilities may, subject to any direction of the Management Board, be invested in any of the investments referred to in Parts I, II and III of the First Schedule to the Trustee Investment Act 1961. This power of investment may be exercised without compliance with the provisions of that Act as to the investment of trust funds.

## **Records**

10.18 The accounting records and the record of names of members of the Company shall be made available on request, at reasonable hours by the Company Head of Finance Portfolio and the Chief Executive respectively for inspection by any Member.

## **Property**

10.19 All the real and personal property of the Company, including shares or other securities of limited companies, shall be conveyed, demised, transferred or assigned to or become vested in or held by the Company.

## **11. SEAL**

The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Management Board, or of an Officer or official of the Company under delegated powers conferred by the Management Board in that behalf, and except in the presence of at least one Director and the Secretary, both of whom shall sign the instrument.

## **12. AUDITORS**

Auditors shall be appointed and their duties regulated in accordance with the Act.

## **13. PROFESSIONAL STANDARDS AND ETHICS**

13.1 The National Council or the Company in General Meeting may adopt a Code of Professional Standards and Ethics containing rules, principles and standards of professional conduct for Members of the Company.

13.2 Any such Code, whether adopted by the National Council or the Company in General Meeting, may be varied, amended, rescinded or replaced by resolution passed at any subsequent meeting of the National Council or at any subsequent General Meeting.

13.3 It shall be the duty of all Members of the Company :

(a) to familiarise themselves with the provisions of any Code of Professional Standards and Ethics which is being written by the National Council or the Company in General Meeting; and

(b) to conduct themselves at all times and to the best of their ability in accordance with those provisions in the discharge of their powers, duties and responsibilities as Commissioning Professionals and as Members or officers of the Company.

## **Scheme of Continuous Learning**

14.1 The National Council or the Company in General Meeting may adopt a Scheme of Continuous Learning, for the purpose of promoting, maintaining and enhancing the skill, knowledge and competencies of Members of the Company and encouraging and facilitating the personal commitment of every Member to personal, on-going professional development.

14.2 Any Scheme of Continuous Learning adopted by the National Council or the Company may contain all such provisions as may be considered necessary, incidental or conducive to the achievement of the purpose of the Scheme, including:-

(a) provisions recommending, or, from a specified date, obliging, Members to undertake training and attend courses or other means of education, training or development, of such type or nature, of such duration and over such periods of time as it may specify, whether for Members generally or for different classes or descriptions of Members;

(b) provisions for monitoring the training, education and development undergone by Members;

(c) provisions enabling Members to receive advice or counselling as to their development needs or the extent of their compliance with the Scheme, whether recommendatory or obligatory;

(d) provisions for ensuring compliance by Members with any obligatory requirements of the Scheme in cases where less formal action has not secured a satisfactory outcome;

(e) a provision enabling any obligatory requirements of the Scheme to be waived, varied or dispensed with, in whole or in part, in relation to any particular Member or any class or description of Members.

14.3 Any provisions included in a Scheme pursuant to Article 14.2(d). above:-

(a) may provide for the giving of directions to or the acceptance of undertakings by Members in respect of their education, training or development;

(b) may provide ultimately for the suspension, termination or lapse of Membership in appropriate cases; and

(c) shall provide a right of appeal against any direction given to or proposal for the suspension or termination of the Membership of any person.

14.4 Any Scheme of Continuous Learning, whether adopted by the National Council or by the Company in General Meeting, may be varied, amended, rescinded or replaced by resolution passed at any subsequent meeting of the National Council or at any subsequent General Meeting.

## **Validity of Acts**

15.1 All acts done by the Company, the National Council or any of their members shall, notwithstanding that it may afterwards be discovered that there was some defect in appointment or procedure or that they or any of them were disqualified, be as valid as if the defect or disqualification had not existed.

## **Indemnity and Insurance**

15.2 Subject to the provisions of the Act, each Director shall be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto, including any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application under Section 144 or Section 728 of the Act in which relief is granted to him or her by the Court, and no Director shall be liable for any loss or damage which may be incurred by the Company in the execution of the duties of his or her office or in relation thereto.

15.3 The Management Board shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against such liability as is referred to in Section 310(1) of the Act.

15.4 The Management Board shall have power to indemnify any Member out of the funds of the Company against any costs, charges, losses or expenses which he or she may sustain or incur in the exercise or performance of his or her powers, duties or responsibilities, unless the same shall arise by reason of his or her own wilful neglect or misconduct.

## **Service of Notices**

15.5 A notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Management Board):

(a) may be given to the person in writing, either personally or by sending it by post to him or her or to his or her registered address, or (if he or she has no registered address within the United Kingdom) to the address, if any, within the United Kingdom notified for the time being as an address at which notices may be given to him or her; or

(b) shall be given using electronic communications to an address for the time being notified to the person giving the notice as an address to which notices may be sent to him or her using electronic communications and in this regulation and in Article 15.7 below, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

15.6 Where any such notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting, at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post; where any such notice was given by electronic communications, proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Company of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given and the notice shall be deemed to be given at the expiration of 48 hours after the time it was sent.

15.7 Notice of every General Meeting shall be given by the Company in any manner hereinbefore authorised or required to:

(a) every member, except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom as an address to or at which notices to them may be sent or given, whether in writing or by electronic communications;

(b) every person being a trustee in bankruptcy of a member, where the member, but for his or her bankruptcy, would be entitled to receive notice of the meeting;

(c) the auditor for the time being of the Company; and

(d) each Director.

No other person shall be entitled to receive notices of General Meetings.

## **Dissolution of the Company**

15.8 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the members and shareholders of the Company.

(a) some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 of the Company's Memorandum of Association; or

(b) in default of any such institution, some other institution or institutions having exclusively charitable objects and operating wholly or mainly within the United Kingdom of Great Britain and Northern Ireland according as the Members of the Company shall determine at or before the time of dissolution.

## **Powers of Director and Secretary**

15.9 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

## **Alteration of Memorandum or Articles of Association**

15.10 No person other than a member shall be entitled to vote on any resolution to alter the Company's Memorandum or Articles of Association.

## **DISCIPLINARY PROVISIONS**

### **AND PROCEDURES**

#### **ANNEX A**

#### **Investigation Group and Disciplinary Tribunal**

1. The National Council may from time to time, and shall when required, establish:-

(a). An Investigation Group; and consisting of Members of the Company appointed by it, either for a specified period of time or to deal with one or more specified cases or complaints.

2. No person shall at any one time be a member both of the Investigation Group and the Disciplinary Tribunal.

#### **Investigations**

3. If, whether following receipt of a report, representation or complaint or otherwise, it appears to the Chief Executive, after giving the Member in question an opportunity to provide an explanation, that a Member has prima facie committed any of the following acts or omissions:

(a). conduct detrimental to the honour or interest of the Company or calculated to bring the Company into disrepute;

(b). wilful and persistent refusal to comply with the rules of the Company or any Branch or Section of which the Member is a member or with the Company's Code of Professional Standards and Ethics, the Chief Executive shall refer the matter to the Investigation Group, which shall then conduct an investigation in such manner as it may think fit.

4. Following conclusion of its investigation, the Investigation Group shall prepare and submit to the Disciplinary Tribunal a written report stating:-

(a). its findings;

(b). whether in its opinion there are sufficient grounds for bringing one or more disciplinary charges; and

(c). if so, the specific charge or charges which should be brought.

### **Disciplinary Hearings**

5. If the report of the Investigation Group states the opinion that one or more charges should be brought, the Disciplinary Tribunal shall give the Member written notice of a meeting at which it will conduct a hearing of the charge or charges and the supporting evidence. The notice shall:-

(a). specify the charge or charges; and

(b). be accompanied by a copy of the report of the Investigation Group.

6. The Member shall be entitled to appear and be heard at the meeting, to call witnesses, to cross-examine witnesses called to give evidence in support of the charge or charges and to tender to the Disciplinary Tribunal, orally or in writing or both, any submission with regard to the charge or charges.

7. Following the conclusion of the hearing, the Disciplinary Tribunal shall consider and determine whether or not each charge against the Member has been proved to its satisfaction and, if any charge has been so proved, determine any penalty or penalties to be imposed. It shall then notify its decision in writing to the Member stating:

(a). the finding in respect of each charge;

(b). if one or more charges are found proved, any penalty or penalties imposed; and

(c). particulars of the procedure for appealing against the decision.

## **Disciplinary Sanctions**

8. If the Disciplinary Tribunal has found one or more charges proved, the penalty or penalties which it may impose may be to do any one or more of the following:-

- (a). to expel the Member from the Company;
- (b). to suspend all or any of the Member's rights of membership (with or without liability for continuing payment of annual subscriptions);
- (c). to reprimand the Member; and the Disciplinary Tribunal may also publish the decision, with or without naming the Member.

9. Any penalty or penalties imposed by the Disciplinary Tribunal shall not be implemented until the expiration of the period during which an appeal can be made against the decision; and, if an appeal is made, shall not be implemented unless and until the appeal has been heard and the penalty or penalties has or have been upheld.

## **ANNEX B**

### **Appeals**

10. A member in respect of whom the Disciplinary Tribunal has made a decision shall be entitled to appeal against the decision, or any part of it, by submitting in writing to the Chief Executive a request that the matter be reviewed by the National Council, specifying the grounds to be relied on in support of the Appeal. The request must be received by the Chief Executive within twenty-eight days of the date on which the decision was received by the Member.

11. The National Council shall determine the procedure to be followed for the consideration of the appeal; but the Member shall have a right to an oral hearing at a meeting of the National Council and at that hearing to call witnesses, to cross-examine witnesses called to give evidence in support of the decision appealed against and to tender, orally or in writing, any submission with regard to the decision.

12. No Member of the National Council who was a Member of the Investigation Group which conducted the investigation or of the Disciplinary Tribunal which made the decision appealed against shall participate in the hearing of the appeal.

13. Following determination of the appeal, the Chief Executive shall notify the decision in writing to the Member, whereupon any penalty or penalties shall become effective and be implemented.

## **Chief Executive**

14. If the Chief Executive is involved in or is the subject of a report, representation or complaint which could give rise to an investigation by the Investigation Group, all the functions of the Chairperson of the Board with respect to the matter under this Annex shall be performed by the President or, if the President is unavailable or otherwise unable or unwilling to act, by the Senior Vice-President or such other Officer or Member as the President may nominate instead.

## **Branches – To be established**

**Branch Name Territorial No. of**

**No. Division National Council**

**Representatives**

**Membership Classes**

**Senior Member**

**Member**

**Joint with other Company**

**Associate Members**

**Associate**

**Honorary Members**

**International**

Names, Addresses and Descriptions of Subscribers

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STEPHEN MABBOTT LTD.  
14 MITCHELL LANE  
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BRIAN REID LTD.  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
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DATED the 23<sup>rd</sup> AUGUST 2007

Witness to the above Signatures:-

JOY COLVINE  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
LOGIE GREEN ROAD  
EDINBURGH  
EH7 4HH

Company Registration Agent