

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE MEDICAL AND DENTAL DEFENCE UNION OF SCOTLAND

(As amended by special resolutions passed on 18th September 2015)

These are the new Articles of Association of The Medical and Dental Defence Union of Scotland ("the Union") produced at the Annual General Meeting of the Union held on 18 September 2015 and adopted as the Articles of Association of the Union by special resolutions passed at that meeting.

Company Number
SC005093

1 INTERPRETATION

1.1 In these Regulations (being the Articles of Association of the Union):-

- (a) "the 2006 Act" means the Companies Act 2006 including any statutory modification or re-enactment of that Act for the time being in force;
- (b) "the Adoption Date" means the date of the adoption of these Regulations as the Articles;
- (c) "the Articles" means the Articles of Association of the Union;
- (d) "Associate Member" means a Member who or which is an Associate Member of the Union;
- (e) "the Board" means the Board of Directors of the Union constituted in accordance with the Articles;
- (f) "Chief Executive" means the Chief Executive of the Union from time to time and for the time being;
- (g) "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 the notice is given or on which the notice is to take effect;
- (h) "Finance Director" means the Finance Director of the Union from time to time and for the time being;
- (i) "Member" means a member of the Union, and "Members" shall be construed accordingly;
- (j) "Ordinary Resolution" means a resolution of the Voting Members on which more than 50 per cent of the votes cast are in favour of the resolution;
- (k) "Relevant Entity" means a company, a limited liability partnership, any other body corporate and any partnership (whether or not the partnership is a legal person);
- (l) "Secretary" means the Secretary of the Union or any other person appointed to perform the duties of the secretary of the Union, including a joint, assistant or deputy secretary;
- (m) "Special Resolution" means a resolution of the Voting Members on which 75 per cent or more of the votes cast are in favour of the resolution;
- (n) "the Union" means The Medical and Dental Defence Union of Scotland (incorporated in Scotland with number SC5093);
- (o) "the United Kingdom" means Great Britain and Northern Ireland; and
- (p) "Voting Member" means a Member who is a Voting Member of the Union.

1.2 Unless the context otherwise requires, words or expressions in the Articles bear the same respective meanings as in the 2006 Act but excluding any statutory modification of the 2006 Act not in force on the Adoption Date.

1.3 In the Articles:-

- (a) any reference to a person includes a reference to a natural person and to a Relevant Entity;
- (b) the references in paragraph (c) of Regulation **2.2** below to a natural person include the executors or personal representatives whomsoever of that natural person;
- (c) words importing the masculine gender include the feminine gender; and
- (d) words importing the singular number only include the plural number, and vice versa.

1.4 Any regulation made by the Board pursuant to any of Regulations **8.1** and **18.3** below shall not be, or be part of, the Articles.

2 OBJECTS

2.1 The objects of the Union are unrestricted.

2.2 Without prejudice to the generality of Regulation **2.1** above, the objects for which the Union is established include:-

- (a) to protect, support and safeguard the character and interests of medical and dental practitioners who in the exercise of some qualification or entitlement approved by the Board are or have been practising their profession or are teaching or studying medicine or dentistry in any of their respective branches and of persons approved by the Board who are engaged in any science or art allied or ancillary to medicine or dentistry or calculated or intended to be of use in connection therewith;
- (b) to advise and assist Members in regard to all questions, whether of a strictly legal nature or otherwise, which may arise in the practice of the medical, dental and allied professions, and to defend Members when they are attacked; provided always that any advice, assistance or defence provided by the Union shall be provided solely at the discretion of the Board;
- (c) to grant indemnities (to such extent and on such terms, subject to such conditions and subject to such exclusions and limitations as the Board from time to time determines) to any natural person or natural persons and to any Relevant Entity or Relevant Entities being a Member of or Members of the Union or a former Member or former Members of the Union, or to any natural person who is or has been employed by, or who is or has been an officer or a member of, a Member of the Union;
- (d) to effect and obtain all such insurances, re-insurances, counter-insurances, indemnities and guarantees as may be considered expedient by the Board, and to adopt any other means as the Board shall think fit for the attainment of the objects of the Union;
- (e) to promote honourable and high standards of medical and dental practice;

- (f) to consider, originate, promote and support (as far as is legal) legislative measures likely to benefit the medical, dental and allied professions, and to oppose all measures calculated to injure them; and for the purposes aforesaid to petition any Parliament and to take such other steps and proceedings as may be deemed by the Board to be expedient;
- (g) to conduct and assist in conducting arbitrations and other proceedings for the settlement of disputes and difficulties whether (1) between Members, (2) between Members and those eligible to be Members, (3) between those eligible to be Members and (4) between Members or those eligible to be Members and persons who are not Members; and to appoint arbiters, arbitrators, umpires and experts (including experts in alternative dispute resolution) and to receive and pay remuneration in respect of such arbitrations and other proceedings;
- (h) to subscribe to or become a member of, or to establish or promote or support by the application of funds of the Union (whether by way of grant or loan or otherwise) or to guarantee or otherwise secure the contracts and obligations of, any company, institution, society or body whether charitable or not which has objects similar to the objects of the Union or which is for the benefit of medicine or dentistry or any allied profession in any of its branches or is conducive to the interests of, or for the benefit of, the Union or of the Members or of any part of the Members or those qualified to be Members (wheresoever such company, institution, society or body may be incorporated, based or domiciled and including, without limitation, an insurance company);
- (i) to provide services for reward for or to any person or body concerned with the handling of claims:
 - (1) involving medical or dental practitioners, teachers or students of medicine or dentistry or other practitioners, teachers or students of allied professions or sciences; and
 - (2) otherwise arising out of the provision of medical, dental or related services;
- (j) to provide (whether for reward or not) management (including, but without limitation, risk and quality management) and educational services, advice and assistance in respect of any type of claim, including but not limited to medical and dental negligence and malpractice claims involving practitioners, teachers or students of medicine or dentistry or any science allied thereto wherever in the world claims may arise or for such other purposes as the Board may decide, to any person or body; and to promote, establish or concur in promoting or establishing any body carrying on business providing any such services, advice and/or assistance, or carrying on any other trade or business which in the opinion of its governing body may be advantageously carried on in connection with or ancillary to that body's business; and to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities or interests in, and to guarantee or otherwise secure the contracts and obligations of, any such body;
- (k) to carry on any other trade or business whatever which can in the opinion of the Board be advantageously carried on in connection with or ancillary to any business of the Union; and

- (l) to do all such things as are incidental or conducive to the attainment of the above objects, or any of them.

3 APPLICATION OF THE UNION'S INCOME AND PROPERTY

3.1 Subject to Regulation 4 below, the income and property of the Union, whencesoever derived, shall be applied solely towards the promotion of the Union's objects, and subject as aforesaid no portion of such income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members.

3.2 Regulation 3.1 above shall not prevent any payment in good faith by the Union of:-

- (a) reasonable and proper remuneration to any Member or to any officer or employee of the Union (including any member of the Board) for any services rendered to the Union (provided always that where a member of the Board is to be appointed to a salaried office of the Union or to be paid remuneration in return for services rendered to the Union such member of the Board shall be excluded from, and shall not participate in, the determination of the Board in regard to such appointment or the amount of such remuneration);
- (b) any costs incurred by any Member or by any officer or employee of the Union (including any member of the Board) in transacting the business, or promoting the interests of, the Union; and
- (c) without prejudice to the generality of paragraph (b) of this Regulation 3.2, out of pocket expenses to any member of the Board.

4 WINDING UP AND DISSOLUTION

If upon the winding-up or dissolution of the Union there remains, after the satisfaction of all the Union's debts and liabilities, any property whatsoever, such property shall not be paid to or distributed among the Members but shall be given or transferred to some other body or bodies (whether or not being a Member or Members) having objects similar to the objects of the Union or to some other body or bodies (whether or not being a Member or Members) the objects of which are a charitable purpose or charitable purposes (and anything incidental or conducive thereto) for the purposes of tax legislation in the United Kingdom, such body or bodies to be determined by the Board at or before the time of the dissolution of the Union.

5 LIMITATION OF MEMBERS' LIABILITY

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Union in the event of the Union being wound up while that Member is a Member or within one year after that Member ceases to be a Member for:-

- (a) payment of the debts and liabilities of the Union contracted before that Member ceases to be a Member; and
- (b) payment of the costs, charges and expenses of winding up the Union.

6 INDEMNITY AGAINST CLAIMS

6.1 Indemnities pursuant to paragraph (c) of Regulation 2.2 above may be granted on behalf of the Union by the Board, or by person or persons authorised by the Board pursuant to Regulation 6.3 below to grant such indemnities on behalf of the Union.

6.2 The grant of any indemnity pursuant to paragraph (c) of Regulation 2.2 above shall be entirely in the discretion of the Board who shall have power to impose such terms and conditions on the grant of any indemnity as the Board thinks fit and may in the

Board's absolute discretion limit or restrict any indemnity or decline altogether to grant any indemnity.

6.3 The Board shall have power to determine the manner in which such indemnities are to be granted and may from time to time prescribe classes of claims or demands in respect of which any specified person approved for the purpose being either:

- (a) the Chief Executive or another employee of the Union; or
- (b) the Chief Executive or another employee of the relative body corporate, association or body of persons to whom the powers of the Board in respect of such claims shall have been delegated under Regulation **18.1** below

may on behalf of the Union grant indemnities within the limits of fixed amounts prescribed by the Board; but nothing contained in this Regulation shall inhibit the power of the Board to impose terms and conditions on the grant of any particular indemnity or to restrict an indemnity or to withhold altogether the grant of any indemnity.

6.4 The Union may at any time terminate or suspend any indemnity by notice in writing without assigning any reason provided that such notice shall not affect the payment of monies which have become immediately payable before the service of such notice.

6.5 A person shall in relation to any proceedings whether legal or otherwise in relation to which an indemnity by the Union has been requested by such person comply absolutely with the directions of the Union and shall not without the consent of the Union take any steps in relation to such proceedings or their determination.

7 MEMBERS

7.1 Any Member being on the Adoption Date a Voting Member shall remain a Voting Member until that Member ceases to be a Voting Member pursuant to the Articles.

7.2 Any Member being on the Adoption Date an Associate Member shall remain an Associate Member until that Member ceases to be an Associate Member pursuant to the Articles.

7.3 The Board may admit to membership of the Union as a Voting Member any natural person aged 18 years or over who in the opinion of the Board satisfies the criteria and requirements, and has the qualifications, from time to time and for the time being set or approved by the Board as being the criteria and requirements to be satisfied by, and the qualifications to be held by, a natural person for the admission of that natural person to membership of the Union as a Voting Member.

7.4 The Board may admit to membership of the Union as an Associate Member any natural person aged 18 years or over who in the opinion of the Board satisfies the criteria and requirements, and has the qualifications (if any), from time to time and for the time being set or approved by the Board as being the criteria and requirements to be satisfied, and the qualifications (if any) to be held by, a natural person for the admission of that natural person to membership of the Union as an Associate Member.

7.5 The Board may admit to membership of the Union as an Associate Member any Relevant Entity which in the opinion of the Board satisfies the criteria and requirements from time to time and for the time being set or approved by the Board as being the criteria and requirements to be satisfied by any Relevant Entity for the admission of that Relevant Entity to membership of the Union as an Associate Member.

- 7.6 The Board may delegate the powers of the Board pursuant to Regulations **7.3**, **7.4**, and **7.5** above (including the power to refuse to admit any natural person or any Relevant Entity to membership of the Union) to any committee of the Board established pursuant to Regulation **18.2** below, to the Chief Executive or to any other employee of the Union.
- 7.7 Neither the Union nor the Board shall be obliged to give any reason for refusing to admit any person to membership of the Union.
- 7.8 The rights and privileges of a Member shall be personal and shall not be transferable or transmissible by any means (including by act of the Member or by operation of law).
- 7.9 An Associate Member shall be entitled to all the rights and privileges conferred on Voting Members by the Articles save that an Associate Member shall not be entitled to receive notice of, or to attend or vote at, any General Meeting of the Union.
- 7.10 A Register of the Members from time to time and for the time shall be kept by the Union and shall contain each Member's name, address, date of admission to membership of the Union and class of membership of the Union, and such Register of Members shall, in so far as applicable, comply with the provisions of the 2006 Act.
- 7.11 Every Member shall supply to the Union the Member's residential or professional or business address from time to time, and the address so notified to the Union shall be entered in the Register of Members as the registered address of such Member.
- 7.12 Every Member shall on request supply to the Union such information of a professional character as the Board may from time to time require.

8 APPLICATIONS FOR MEMBERSHIP, TERMS AND CONDITIONS OF MEMBERSHIP AND MEMBERSHIP SUBSCRIPTIONS

- 8.1 The Board shall have power to make regulations:
- (a) prescribing a form or forms of application to be delivered to the Union by applicants for membership of the Union;
 - (b) fixing the subscription or subscriptions and/or the basis or means of calculating the subscription or subscriptions to be paid by Members or categories or groups of Members (which may be a category or group defined by regulations made by the Board) and the date at and period for which subscriptions to the Union are to be paid;
 - (c) prescribing any fee to be paid to the Union on admission to membership of the Union; and
 - (d) prescribing such other terms and conditions relating to membership of the Union as the Board shall deem fit.
- 8.2 The Board's power to make regulations under Regulation **8.1** above may be exercised either generally or in particular cases and so as to prescribe different rates or periods of subscriptions for different classes of Members as thereby defined to enable the Board to compound for, remit or defer subscription payments for any Member or Members or any such class or classes of Members or to remove altogether the obligation on any such class or classes of Members to pay subscriptions to the Union or to fix periods of membership or entitlements to benefits or otherwise howsoever as the Board may, in the Board's absolute discretion, decide.

- 8.3 The name of an applicant for membership of the Union shall upon the applicant's admission to membership of the Union be entered in the Register of Members of the Union as either a Voting Member or an Associate Member, as the case may be.

9 CALLS ON MEMBERS

- 9.1 The Board may, if circumstances arise which are considered by the Board to be urgent or exceptional, from time to time (but subject always to Regulations **9.2** and **9.3** below,) call upon the Members or any class or classes of Members (which may be a class defined by regulations made by the Board under Regulation **8.1** above or a class specially designated by the Board for the purpose of this Regulation) to contribute a sum or sums to be paid to the Union at such time and place as may be prescribed by the Board in addition to the subscriptions (if any) paid by such Members to the Union, and a Member shall on the Union's demand pay to the Union (but subject always to Regulation **9.3** below) any sum which that Member is called upon to pay to the Union in accordance with this Regulation.
- 9.2 A call or calls under Regulation **9.1** above shall not require any Member to pay pursuant to Regulation **9.1** above a greater sum in any financial year of the Union than the subscription (calculated at an annual rate if not so paid) of that Member.
- 9.3 A call or calls pursuant to Regulation **9.1** above shall not apply to life members of the Union.
- 9.4 No call under Regulation **9.1** above shall require payment to the Union by a Member earlier than 21 days after the date on which notice of the call is given by the Union to that Member.

10 TERMINATION OF MEMBERSHIP

- 10.1 Any Member may resign as a Member on giving to the Union at the registered office of the Union two months' notice in writing of the Member's resignation as a Member and on payment of all sums due from the Member to the Union. The effective date of a Member's resignation as a Member shall be the date of the Member's resignation as a Member stated in the notice of the Member's resignation given by the Member to the Union in accordance with this Regulation **10.1** or, if later, the day occurring two months after the date of the receipt by the Union of that notice at the Union's registered office.
- 10.2 The Board may terminate the membership of the Union of any Member of the Union at any time, with or without giving prior notice to that Member of the Union of the intention to terminate that Member's membership of the Union and without giving any reason for the termination of that Member's membership of the Union. The effective date of the termination of a Member's membership of the Union pursuant to this Regulation **10.2** shall be the date of the decision of the Board that the membership of the Union of that Member be terminated or such later date as the Board shall determine. The termination of any Member's membership of the Union pursuant to this Regulation **10.2** shall not affect any liability of that Member to the Union.
- 10.3 Membership of the Union of a natural person shall cease on the death of that Member.
- 10.4 Without prejudice to the generality of Regulation **10.2** above, if any payment due to the Union by a Member (whether the payment is the whole of any subscription or any instalment of any subscription payable by the Member to the Union or is any other amount or liability owing by the Member to the Union) is in arrears for 21 days during which not less than two reminders that the payment is due by the Member to the Union have been sent by the Union to the Member, the Member shall cease to be a Member of the Union, and shall cease to be entitled to any benefits of

membership of the Union including indemnity, with effect from the date on which that payment was due by the Member to the Union. The termination of any Member's membership of the Union pursuant to this Regulation **10.4** shall not affect any liability of that Member to the Union.

- 10.5 Without prejudice to the generality of Regulation **10.2** above, the Board may by notice terminate the membership of the Union of a Member whose subscription whether paid by instalments or otherwise or other liability to the Union is in arrear, but such notice shall not affect any liability of such Member to the Union.
- 10.6 Without prejudice to the generality of Regulation **10.2** above, the Board may in its absolute discretion terminate the membership of any Member with effect from the date on which the Member's then current period of membership of the Union, or then current subscription paid or payable to the Union, expires (or from the date on which the Member's then current subscription would expire if a subscription were payable) upon giving to the Member 42 days prior notice of the intention of the Board to do so.
- 10.7 Without prejudice to the generality of Regulation **10.2** above, the Board may in its absolute discretion decide, from time to time and at any time, either generally or specifically, that the membership of any Member or class of Members shall in specified circumstances terminate automatically unless otherwise decided by the Board in the Board's absolute discretion, but such termination of a Member's membership of the Union shall not affect any liability of that Member to the Union.
- 10.8 If the Board discovers or decides that any response, which the Board considers to be material, made by a Member in the Member's application for membership of the Union is inaccurate in any respect, the Board, in the Board's absolute discretion, may declare that Member's membership of the Union to be void from the outset and to have no effect such that the Member shall not be entitled to any advice, assistance or indemnity from the Union. In such cases the Union shall refund the subscription received by the Union from that Member.
- 10.9 The Board may delegate the powers of the Board pursuant to Regulations **10.2, 10.4, 10.5, 10.6, 10.7** and **10.8** above to any committee of the Board established pursuant to Regulation **18.2** below, to the Chief Executive or to any other employee of the Union.

11 **GENERAL MEETINGS**

- 11.1 The Union shall in each calendar year hold a General Meeting as the Union's Annual General Meeting in addition to any other General Meeting of the Union held in that calendar year, and the Union shall specify the General Meeting as the Annual General Meeting in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Union and that of the next Annual General Meeting of the Union.
- 11.2 Each Annual General Meeting of the Union shall be held on such day and at such time and place as the Board shall determine.
- 11.3 All General Meetings of the Union other than Annual General Meetings of the Union shall be called Special General Meetings.
- 11.4 The Board may call at any time a Special General Meeting of the Union, and on receipt of a requisition in writing signed by not less than 200 Voting Members or on receipt of a requisition of Voting Members pursuant to section 303 of the 2006 Act the Board shall forthwith convene a Special General Meeting of the Union.
- 11.5 A Special General Meeting of the Union convened by the Board shall be held on such day and at such time and place as the Board shall determine.

- 11.6 A Special General Meeting required to be convened by the Board on the requisition of Voting Members shall be held no later than eight weeks after the receipt by the Union of the requisition of such Special General Meeting.
- 11.7 If at any time there are not within the United Kingdom sufficient members of the Board capable of acting to form a quorum, any member of the Board may convene a General Meeting of the Union in the same manner as nearly as possible as that in which General Meetings of the Union may be convened by the Board.

12 NOTICE OF GENERAL MEETINGS

- 12.1 A General Meeting of the Union shall be called by at least 14 clear days' notice in writing. The notice shall specify the place, the day and the hour of the General Meeting and, in the case of special business, the general nature of that business, and shall (subject always to Regulation **28.3** below) be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Union in General Meeting, to:-
- (a) the Voting Members but not to the Associate Members;
 - (b) the members of the Board; and
 - (c) the Auditors of the Union.

No other person shall be entitled to receive notice of any General Meeting of the Union.

- 12.2 The accidental omission to give notice of any General Meeting of the Union to, or the non-receipt of a notice of a General Meeting of the Union by, any person entitled to receive notice of that General Meeting shall not invalidate the proceedings at that General Meeting.

13 PROCEEDINGS AT GENERAL MEETINGS

- 13.1 All business shall be deemed special that is transacted at a General Meeting of the Union other than in the case of an Annual General Meeting of the Union:-
- (a) the consideration of the income and expenditure account and balance sheet of the Union and the reports of the Board and Auditors of the Union on the financial statements of the Union;
 - (b) the appointment and re-appointment of members of the Board; and
 - (c) the appointment of, and the fixing of the remuneration of, the Auditors of the Union.

13.2

- 13.2.1 No business shall be transacted at any General Meeting of the Union unless a quorum is present.
- 13.2.2 For the purpose of Regulation **13.2.1** the quorum shall be six Voting Members (present in person or by proxy) provided always that:-
- 13.2.2.1 the chair of the General Meeting being either the Chairman or the Vice Chairman; and

13.2.2.2 either the Chief Executive or the Finance Director,

are present in person and not by proxy at the General Meeting.

13.2.3 For the avoidance of doubt, for the purpose of Regulation **13.2.2** each of the chair of the General Meeting, the Chief Executive and the Finance Director shall be counted as forming part of the quorum at any General Meeting if any one of them is in attendance at the General Meeting and is a Voting Member.

- 13.3 If a quorum for a General Meeting of the Union is not present within 30 minutes from the time appointed for the General Meeting or if during any General Meeting of the Union a quorum ceases to be present, the General Meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other time and place on that day as the Board may determine; and if at the adjourned General Meeting a quorum is not present within 30 minutes from the time appointed for the adjourned General Meeting, the Member or Members of the Union present in person or by proxy shall be a quorum.
- 13.4 The Chairman of the Board, whom failing the Vice Chairman of the Board, shall preside as chairman at a General Meeting of the Union, but if neither the Chairman of the Board nor the Vice Chairman of the Board be present within 15 minutes after the time appointed for the holding of the General Meeting and be willing to act as chairman of the General Meeting, the members of the Board present shall elect one of their own number to be chairman of the General Meeting (and if there is only one member of the Board present and willing to act as chairman of the General Meeting, that member of the Board shall be chairman of that General Meeting).
- 13.5 If at any General Meeting of the Union no member of the Board is present and willing to act as chairman of the General Meeting or if no member of the Board is present within 15 minutes after the time appointed for holding the General Meeting, the Voting Members present in person or by proxy shall choose one of their own number to be chairman of the General Meeting.
- 13.6 The chairman of a General Meeting of the Union may (and shall if so directed by the General Meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting of the Union other than business which might properly have been transacted at the General Meeting had the adjournment not taken place. When a General Meeting of the Union is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned General Meeting and the general business to be transacted at the adjourned General Meeting as in the case of an original General Meeting of the Union. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting of the Union.
- 13.7 A resolution put to the vote of a General Meeting of the Union shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman of the General Meeting; or
 - (b) by at least five Voting Members (and a demand by a person as proxy for a Voting Member shall have the same effect as a demand by the Voting Member).
- 13.8 Unless a poll is duly demanded a declaration by the chairman of a General Meeting of the Union that a resolution at that General Meeting has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority

and an entry to that effect in the minutes of the General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 13.9 The demand for a poll may before the poll is taken be withdrawn but only with the consent of the chairman of the General Meeting at which the poll was demanded, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 13.10 A poll shall be taken at a General Meeting of the Union as the chairman of that General Meeting directs, and the chairman may appoint scrutineers (who need not be Voting Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be a resolution of the General Meeting of the Union at which the poll was demanded.
- 13.11 In the case of an equality votes at a General Meeting of the Union, whether on a show of hands or on a poll, the chairman of that General Meeting shall be entitled to a casting vote in addition to any other vote which the chairman may have.
- 13.12 A poll demanded at a General Meeting of the Union on the election of the chairman of that General Meeting shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the General Meeting at which the poll is demanded directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of the show of hands and the demand is duly withdrawn, the General Meeting shall continue as if the demand for the poll had not been made.
- 13.13 No notice need be given of a poll not taken forthwith if the time and place at which the poll is to be taken are announced at the General Meeting of the Union at which the poll is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.14 The Board shall be at liberty to invite any person or persons, not being a Member or Members of the Union, to attend and speak, but not to vote, at any General Meeting of the Union.
- 13.15 A member of the Board shall, notwithstanding that he is not a member of the Union, be entitled to attend and speak at any General Meeting of the Union.

14 VOTES OF MEMBERS

- 14.1 On a show of hands every Voting Member who is present in person shall have one vote, and on a poll every Voting Member present in person or present by proxy shall have one vote.
- 14.2 A Voting Member in respect of whom an order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote whether on a show of hands or on a poll by his receiver, curator bonis or other person authorised by the Court to act on behalf of and/or to represent that Voting Member, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Union or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy not less than 48 hours before the time appointed for holding the General Meeting or adjourned General Meeting of the Union at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

- 14.3 No objection shall be raised to the qualification of any voter at any General Meeting of the Union except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at a General Meeting of the Union shall be valid. Any objection made in due time shall be referred to the chairman of the General Meeting whose decision shall be final and conclusive.
- 14.4 An instrument appointing a proxy shall be in writing in common form or in any other form which the Board shall approve and shall be signed by the appointer or by the appointer's attorney duly authorised in writing. A proxy need not be a Member of the Union.
- 14.5 The instrument appointing a proxy and any authority under which it is signed and a copy of such authority certified notarially or in some other way approved by the Board shall:-
- (a) be deposited at the registered office of the Union or at such other place within the United Kingdom as is specified in the notice convening the General Meeting of the Union or in any instrument of proxy sent out by the Union in relation to the General Meeting of the Union not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, delivered at the General Meeting of the Union at which the poll was demanded to the chairman of that General Meeting or to the Secretary or to any Director
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 14.6 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 14.7 A vote given or poll demanded by a proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Union at the registered office of the Union or at such other place at which the instrument of proxy was duly deposited before the commencement of the General Meeting of the Union or adjourned General Meeting of the Union at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the General Meeting or adjourned General Meeting) the time appointed for taking the poll.

15 THE BOARD

- 15.1 Subject to the provisions of the 2006 Act, of the Articles and of any direction effected by Special Resolution, the business of the Union shall be managed by the Board which may exercise all the powers of the Union. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 15.2 The members of the Board shall be the Directors of the Union.

- 15.3 Until the conclusion of the Annual General Meeting of the Union held in 2017, the Board shall consist of up to 19 members in addition to the ex officio members of the Board.
- 15.4 From and after the conclusion of the Annual General Meeting of the Union held in 2017, the Board shall consist of up to 12 members in addition to (a) the ex officio members of the Board and (b) any member of the Board re-appointed as a member of the Board pursuant to Regulation **15.12** below.
- 15.5 The Chief Executive shall ex officio be a member of the Board.
- 15.6 The Finance Director shall ex officio be a member of the Board.
- 15.7 Not more than four members of the Board shall (in addition to the Chief Executive if the Chief Executive is not a Voting Member and in addition to the Finance Director if the Finance Director is not a Voting Member) not be Voting Members.
- 15.8 From and after the conclusion of the Annual General Meeting of the Union held in 2017 not more than eight members of the Board shall (in addition to (a) the Chief Executive if the Chief Executive is a Voting Member, (b) the Finance Director if the Finance Director is a Voting Member and (c) any member of the Board re-appointed as a member of the Board pursuant to Regulation **15.12** below if that member of the Board is a Voting Member) be Voting Members.
- 15.9 Each member of the Board, other than (a) an ex officio member for the Board and (b) any member of the Board re-appointed as a member of the Board pursuant to Regulation **15.12** below, is subject to retirement by rotation in accordance with the provisions of Regulations **15.10** to **15.17** inclusive below. The ex officio members of the Board and any member of the Board re-appointed as a member of the Board pursuant to Regulation **15.12** below are not subject to retirement by rotation.
- 15.10 Each member of the Board who is subject to retirement by rotation shall retire as a member of the Board at the fourth Annual General Meeting of the Union held after the Annual General Meeting of the Union at which that member of the Board was appointed or was last re-appointed as a member of the Board, but subject to the provisions of Regulations **15.11** and **15.12** below that member of the Board shall be eligible for re-appointment as a member of the Board.
- 15.11 Subject always to Regulation **15.12** below, any member of the Board who retires at an Annual General Meeting in accordance with Regulation **15.10** above and has held office as a member of the Board for a continuous period exceeding 11 years as at the commencement of that Annual General Meeting shall not be eligible for re-appointment as a member of the Board at that Annual General Meeting or prior to the next following Annual General Meeting of the Union.
- 15.12 Any member of the Board who retires at an Annual General Meeting ("**the relevant AGM**") in accordance with Regulation **15.10** above and who is not by reason of Regulation **15.11** above eligible for re-appointment as a member of the Board at the relevant AGM or prior to the next following Annual General Meeting of the Union may nevertheless be re-appointed, on the recommendation of the Board, at the relevant AGM as a member of the Board for a period not exceeding four years counting from the relevant AGM so long as the Board, in the Board's recommendation that that member of the Board be so re-appointed, confirms the Board's intention to appoint that member of the Board either as the Chairman of the Board or as the Vice-Chairman of the Board with effect from a day no later than the day occurring seven days after the date of the relevant AGM.
- 15.13 A member of the Board re-appointed as a member of the Board pursuant to Regulation **15.12** above shall cease to be a member of the Board:-

- 15.13.1 on the eighth day after the date of the relevant AGM if that member of the Board is not by that eighth day the Chairman of the Board or the Vice-Chairman of the Board; or
- 15.13.2 on that member of the Board:-
- 15.13.2.1 ceasing to be Chairman of the Board; or
- 15.13.2.2 ceasing to be Vice-Chairman of the Board unless that member of the Board on ceasing to be the Vice-Chairman of the Board becomes the Chairman of the Board; or
- 15.13.3 at the conclusion of the fourth Annual General Meeting held after the relevant AGM.
- 15.14 A year for the purposes of Regulations **15.11** and **15.12** above shall be the period between one Annual General Meeting of the Union and the next following Annual General Meeting of the Union.
- 15.15 There shall be no break in the continuous period of office of any member of the Board if at any Annual General Meeting of the Union that member of the Board retires in accordance with Regulation **15.10** above and is re-appointed or is deemed to have been re-appointed as a member of the Board at that Annual General Meeting.
- 15.16 Any period of office as a member of the Board, and any appointment or re-appointment as a member of the Board prior to 19 September 2014, shall be taken into account for the purposes of Regulations **15.10** and **15.11** above.
- 15.17 If the Union at the Annual General Meeting at which a member of the Board retires by rotation does not fill the vacancy the retiring member of the Board shall if willing and eligible to be re-appointed as a member of the Board be deemed to have been re-appointed unless at the Annual General Meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of that member of the Board is put to the Annual General Meeting and lost.
- 15.18 No person other than a member of the Board retiring by rotation shall be appointed or re-appointed as a member of the Board at any General Meeting of the Union unless:
- (a) he is recommended by the Board for appointment or re-appointment as a member of the Board; or
- (b) not less than 21 and not more than 35 clear days before the date appointed for the General Meeting of the Union, notice signed by a Voting Member has been given to the Union of the intention to propose that person for appointment or re-appointment as a member of the Board stating the particulars in respect of that person which would, if that person were so appointed or re-appointed as a member of the Board, be required to be included in the Union's Register of Directors in respect of that person, together with notice signed by that person of his willingness to be appointed or re-appointed as a member of the Board.
- 15.19 Not less than seven or more than 28 days before the date appointed for holding a General Meeting of the Union notice shall be given to all who are entitled to receive notice of the General Meeting of any person (other than a member of the Board retiring by rotation at the General Meeting) who is recommended by the Board for appointment or re-appointment as a member of the Board at that General Meeting or in respect of whom notice has been duly given to the Union of the intention to propose him at the General Meeting for appointment or re-appointment as a member

of the Board. The notice shall give the particulars in respect of that person which would, if he were so appointed or re-appointed as a member of the Board, be required to be included in the Union's Register of Directors in respect of that person.

- 15.20 The Board may appoint any person who is willing to act to be a member of the Board either to fill a vacancy or as an additional member of the Board, provided that the appointment does not cause the number of members of the Board to exceed any maximum number fixed by or in accordance with the Articles on the number of, or in respect of, members of the Board. A member of the Board so appointed shall hold office only until the next following Annual General Meeting of the Union. If not re-appointed at such Annual General Meeting that member of the Board shall cease to be a member of the Board at the conclusion of that Annual General Meeting.

16 MINUTES

The Board shall cause minutes to be made:-

- (a) of all appointments of officers made by the Board or by the Union in General Meeting;
- (b) of the names of the members of the Board present at each meeting of the Board and of the names of the members of any committee of the Board present at each meeting of the committee; and
- (c) of all resolutions and proceedings at all General Meetings of the Union and at all meetings of the Board and of any committee of the Board.

17 DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE BOARD

- 17.1 The Chief Executive shall cease to be a member of the Board forthwith on ceasing for whatsoever reason to be the Chief Executive.
- 17.2 The Finance Director shall cease to be a member of the Board forthwith on ceasing for whatsoever reason to be the Finance Director.
- 17.3 Any person being an ex officio member of the Board shall cease to be a member of the Board if he ceases to be a member of the Board by virtue of any provision of the Act or if he becomes prohibited by law from being a director of a company.
- 17.4 A member of the Board who is not an ex officio member of the Board shall vacate office as a member of the Board if:
- (a) he ceases to be a member of the Board by virtue of any provisions of the Act or he becomes prohibited by law from being a director of a company; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors; or
 - (c) he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under section 3 of the Mental Health Act 1983 or an application for admission under section 18 of the Mental Health (Scotland) Act 1984 (as amended) or
 - (ii) an order is made by a Court having jurisdiction, whether in the United Kingdom or elsewhere, in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis, or other person who exercises power with respect to his property of affairs; or

- (d) he resigns as a member of the Board by notice in writing to the Union; or
- (e) he shall for more than three consecutive meetings of the Board have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves that his office be vacated.

17.5 The Union may by Ordinary Resolution, of which special notice has been given in accordance with section 312 of the Act, remove from office any member of the Board notwithstanding anything in the Articles or in any agreement between the Union and that member of the Board.

18 DELEGATION BY THE BOARD

18.1 The Board may delegate any of the Board's powers in relation to any question or matter arising in relation to Members or prospective Members practising, studying or resident outside the United Kingdom and the Republic of Ireland (including, but without prejudice to the foregoing, the granting of indemnities by the Union to any body corporate, association or body of persons having or professing to have objects similar to those of the Union whether in any part of the United Kingdom or overseas which the Board may approve for such purpose.

18.2 Without prejudice to Regulation **18.1** above, the Board may delegate any of its powers (including, but without prejudice to the foregoing, the granting of indemnities) to committees, sub-committees or ad hoc committees consisting, subject always to Regulation **18.3** below, of not less than two members of the Board and such other persons (whether Members of the Union or not) as the Board shall think fit not being a majority in number of the members of the committee in each case.

18.3 Any committee, sub-committee, or ad hoc committee appointed by the Board under Regulation **18.2** above shall conform to any regulations imposed upon it by the Board. The meetings and proceedings of any such committee, sub-committee or ad hoc committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Board so far as is applicable and so far as the same shall not be superseded by any regulations made by the Board.

18.4 All acts bona fide done by any meeting of the Board or of any committee of the Board or by any person acting as a member of the Board or of any such committee shall, notwithstanding if it is afterwards discovered that there was some defect in the appointment or continuance in office of any such member of the Board or any member of such committee or person acting as aforesaid or that such member or person was disqualified, be as valid as if every such member or person had been duly appointed or had duly continued in office and was qualified to be a member of the Board or a member or any such committee.

18.5 The Board may delegate to the Chief Executive such of the Board's powers as the Board considers fit with power to sub-delegate. Any such delegation may be made subject to such conditions as the Board shall think fit and either side by side with or to the exclusion of the Board's own powers, and may be revoked or altered.

18.6 The Board may delegate to the Finance Director such of the Board's powers as the Board considers fit with power to sub-delegate. Any such delegation may be made subject to such conditions as the Board shall think fit and either side by side with or to the exclusion of the Board's own powers, and may be revoked or altered.

MEETINGS OF THE DIRECTORS

- 19.1 Subject to the Articles the Board may regulate the Board's proceedings as the Board thinks fit.
- 19.2 The Board shall appoint one of their number to be Chairman of the Board and one of their number to be Vice-Chairman of the Board, and may at any time remove the Chairman and/or the Vice Chairman from office. The Chairman, whom failing the Vice-Chairman, shall preside at every meeting of the Board at which he is present. If there is no Chairman or Vice-Chairman or either the Chairman or the Vice-Chairman is unwilling to preside or is not present within 10 minutes after the time appointed for the holding of a meeting of the Board the members of the Board present may appoint one of their number to preside at the meeting.
- 19.3 Any four members of the Board may, and the Secretary at the request of the Chairman of the Board or at the request the Vice-Chairman of the Board shall, call a meeting of the Board.
- 19.4 Questions arising at a meeting of the Board shall be decided by a majority of votes. Subject to Regulation **19.5** below, each member of the Board present and entitled to vote shall have one vote.
- 19.5 In the case of an equality of votes, the Chairman or the Vice-Chairman or other person chairing the meeting of the Board shall have a second or casting vote.
- 19.6 The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be five members of the Board.
- 19.7 The Board or a sole member of the Board may act notwithstanding any vacancies in the number of the members of the Board but if the number of members of the Board is less than the number fixed as the quorum for the transaction of business at meetings of the Board the Board may act only for the purpose of filling vacancies in the members of the Board or of calling a General Meeting of the Union.
- 19.8 A meeting of the Board, or of a committee of the Board, may consist of a conference between members of the Board or, as the case may be, members of the committee who are not all in one place, but of whom each is able to speak to each of the others and to be heard by each of the others simultaneously. Alternatively, such a meeting can take place by a series of telephone calls from the chairman of the meeting. A member of the Board or a member of the relevant committee taking part in such a conference or telephone call shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group or if the meeting takes place by a series of telephone calls from the chairman, where the chairman of the meeting then is. The word "meeting" when referring to a meeting of the Board, or of a committee of the Board, in the Articles shall be construed accordingly.
- 19.9 A resolution in writing signed by two thirds of all the members of the Board who are entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more persons.
- 19.10 If a question arises at a meeting of the Board as to the right of a member of the Board to vote, the question may, before the relevant vote, be referred to the chairman of the meeting and the chairman's ruling in relation to any member of the Board other than himself shall be final and conclusive.

- 19.11 The Board may invite or allow any person as the Board may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Board.

20 CHIEF EXECUTIVE

The Board may appoint as Chief Executive of the Union such person (whether a Member of the Union or not) as the Board shall think fit to perform such duties for such a period and upon such terms and conditions as the Board shall from time to time decide. The Board may at any time terminate the appointment of any person as Chief Executive of the Union provided that the exercise of the Board's powers under this Regulation **20** shall not deprive such person of compensation or damages payable to such person in respect of the termination of such person's appointment as Chief Executive, and the Board may fill any vacancy arising in the office of Chief Executive.

21 FINANCE DIRECTOR

The Board may appoint as Finance Director of the Union such person (whether a Member of the Union or not) as the Board shall think fit to perform such duties for such period and upon such terms and conditions as the Board shall from time to time decide. The Board may at any time terminate the appointment of any person as Finance Director provided that the exercise of the Board's powers under this Regulation **21** shall not deprive such person of compensation or damages payable to such person in respect of any termination of such person's appointment as Finance Director, and the Board may fill the vacancy arising in the office of Finance Director.

22 REMUNERATION, EXPENSES AND INTERESTS OF THE BOARD

- 22.1 A member of the Board shall be entitled to such remuneration as the Board may determine and unless the Board otherwise decides such remuneration shall be deemed to accrue from day to day.
- 22.2 The members of the Board may be paid such sums in respect of lost professional earnings as the Board may determine and all expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or General Meetings of the Union or otherwise in connection with the discharge of their duties.
- 22.3 No officer or member of the Board or employee of the Union shall be disqualified by his office from being appointed or requested by the Board or otherwise to act as an arbiter, arbitrator, umpire or expert or to give his professional services or to perform any special services or to make special exertions of any nature whatsoever for any of the purposes of the Union or from accepting any remuneration or reward by way of fees or otherwise in respect of any arbitration or award or the provision of such services.
- 22.4 A member of the Board who is in any way, whether directly or indirectly, interested in a contract, transaction or arrangement or proposed contract, transaction or arrangement with the Union must, in accordance with section 182 of the 2006 Act, declare the nature of his interest at a meeting of the Board. Subject to paragraph (a) of Regulation **3.2** above, a member of the Board who has, in accordance with section 182 of the 2006 Act, declared his interest in any contract, transaction or arrangement or proposed contract, transaction or arrangement shall be entitled to vote in respect of, and may be a party to or be in any way interested whether directly or indirectly in, that contract, transaction or arrangement and shall not be accountable to the Union for any interest, remuneration, profit or other benefit which that member of the Board (or any person connected with that member of the Board) derives from that contract, transaction or arrangement; and any such contract,

transaction or arrangement is not liable to be avoided on the grounds of the interest in it of such member of the Board.

- 22.5 For the purposes of section 175 of the 2006 Act, the Board has the power to authorise any matter which would or might otherwise constitute or give rise to a breach of duty of a member of the Board under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Union.
- 22.6 Authorisation of a matter under Regulation **22.5** above is effective only if:-
- 22.6.1 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting in the quorum the member of the Board in question or counting in the quorum any other interested member of the Board; and
- 22.6.2 the matter was agreed to without such member of the Board (or any other interested member of the Board) voting, or would have been agreed to if the vote of such member of the Board (and the vote of any other interested member of the Board) had not been counted.
- 22.7 Any authorisation of a matter under Regulation **22.5** above shall be subject to such conditions, limitations and/or terms as the Board may decide, whether at the time such authorisation is given or subsequently, and may be varied or revoked by the Board at any time in the Board's absolute discretion.
- 22.8 Subject to any conditions, limitations and/or terms imposed by the Board, any authorisation given under Regulation **22.5** above shall be deemed to be given to the fullest extent permitted by the 2006 Act. A member of the Board shall comply with any obligations imposed on him by the Board pursuant to any such authorisation.
- 22.9 A member of the Board shall not, save as otherwise agreed by him, be accountable to the Union for any benefit which he (or a person connected with him) derives from any matter authorised by the Board under Regulation **22.5** above; and any contract, transaction or arrangement relating to such a matter is not liable to be avoided on the grounds of any such benefit.
- 22.10 Any authorisation of a matter under Regulation **22.5** above shall extend to any actual or potential conflict of interest which may reasonably be expected by the Board at the time such authorisation is given to arise out of the matter so authorised.

23 HONORARY FELLOWS

The Board may from time to time elect any person to be an Honorary Fellow of the Union for such period as the Board thinks fit. An Honorary Fellow shall not be eligible for election to the Board and shall not be entitled to receive notice of or to attend or vote at General Meetings of the Union or to receive notice of or to attend or vote at meetings of the Board. In the event that a member of the Board is elected as an Honorary Fellow such person shall retire as a member of the Board at the first Annual General Meeting of the Union following his election as an Honorary Fellow.

24 SECRETARY

- 24.1 Subject to the provisions of the Act and to Regulation **24.2** below, the Secretary shall be appointed by the Board for such term and at such remuneration and upon such conditions as the Board may think fit; and the Secretary may be removed by the Board.

24.2 No Secretary of the Union need be appointed if and for so long as the Union is not required by law to have a Secretary.

24.3 A provision of the 2006 Act or of the Articles requiring or authorising a thing to be done by or to a member of the Board and the Secretary shall not be satisfied by its being done by or to the same person acting both as a member of the Board and as the Secretary.

24.4 The Chief Executive may be appointed by the Board as the Secretary.

25 **SEAL**

The Union shall not have a seal.

26 **ACCOUNTS**

26.1 The Board shall cause accounting records to be kept by the Union in accordance with the 2006 Act.

26.2 The accounting records shall be kept at the registered office of the Union or, subject to the 2006 Act, at such other place or places as the Board may think fit, and shall always be open to the inspection of any member of the Board.

26.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Union or any of them shall be open to the inspection of any Member of the Union who is not a member of the Board, and no Member of the Union shall have any right of inspecting any account or book or document of the Union except as conferred by statute or authorised by the Board or by the Union in General Meeting.

26.4 The Board shall from time to time in accordance with the 2006 Act cause to be prepared and to be laid before the Union in General Meeting an income and expenditure account, a balance sheet and report of the Board and a report of the Union's Auditors on such account and balance sheet. The Auditors' report shall be read before the General Meeting as required by the 2006 Act.

27 **AUDITORS**

Auditors of the Union shall be appointed and their duties regulated in accordance with the 2006 Act.

28 **NOTICES**

28.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing or where permitted by the 2006 Act sent or supplied by electronic means except that a notice calling a meeting of the Board need not be in writing.

28.2 Any notice or document may be served on or delivered to any Member by the Union (subject to Regulation **28.3** below):

- (a) personally by leaving the notice or document at the Member's registered address; or
- (b) by sending the notice or document prepaid through the post to such Member at the Member's registered address; or
- (c) by sending the notice or document in electronic form to a number or address notified by the Member to the Union for that purpose; or

- (d) by publication on a website the address of which shall be notified to Members in writing or by electronic means.
- 28.3 A Member who has no registered postal address within the United Kingdom and has not supplied to the Union an address (not being an electronic address) within the United Kingdom for the service of notices or documents shall not be entitled to receive notices or documents from the Union.
- 28.4 Any notice, document or other information sent or supplied by the Union shall be deemed to be delivered:
- (a) if served or delivered in accordance with the Articles by post at the expiration of 24 hours after the time when the notice, document or other information is posted prepaid, and in proving such service or delivery it shall be sufficient to prove that such notice, document or other information (or the envelope containing such notice, document or information) was properly addressed and posted prepaid;
 - (b) if any notice or document is not sent by post but left at the registered address of a Member in the United Kingdom, on the day it was so left;
 - (c) if sent or supplied by electronic means at the expiration of 24 hours after the time the notice, document or other information was sent; or
 - (d) if published on a website, on the day when the material was first made available on the website or, if later, the day on which the recipient received (or is deemed to have received) notice of the fact that the notice, document or other information was available on a website.
- 28.5 A member of the Union present, either in person or by proxy, at any General Meeting of the Union shall be deemed to have received notice of that General Meeting and, where requisite, of the purposes for which that General Meeting was called.
- 28.6 Save as otherwise provided in the Articles, any notice or other document required to be served on or delivered or sent to the Union or any officer of the Union may be served, delivered or sent by delivering the notice or document by hand or by sending the notice or document prepaid through the post addressed to the Union or to such officer of the Union at the registered office of the Union or such other place as the Union may specify or by sending such notice or document, using electronic means, to an address specified for the receipt of such notice or document in accordance with the Articles or any such other address as the Union may specify.
- 28.7 The signature on any notice required to be given by the Union may be typed or printed or otherwise written or reproduced by mechanical means.

29 INDEMNITY

- 29.1 Subject to the provisions of and so far as may be permitted by the 2006 Act every member of the Board, the Secretary and every employee or officer of the Union (each a "Relevant Person") shall be entitled to be indemnified by the Union against all costs, charges, losses, expenses and liabilities incurred by him (1) in the execution and discharge of his duties or in relation thereto including (without limitation) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Union and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admissions of any material breach of duty on his part) or in which he is acquitted or (2) in connection with any application in which relief is granted to him by the Court from liability in respect of any such act or omission.

- 29.2 The Board shall have power to purchase and maintain insurance for or for the benefit of any Relevant Person or Relevant Persons including but not limited to insurance against any liability incurred by any Relevant Persons in respect of any charges, costs, expenses, losses and liabilities suffered or incurred by such Relevant Persons in the actual or purported execution or discharge of their duties in respect of the Union and/or the actual or purported exercise of their powers in respect of the Union and/or otherwise in relation to or in connection with any thing done or not done or omitted to be done by them whilst acting for or on behalf of the Union or as representatives of the Union.
- 29.3 For the purposes of Regulation **29.1** above any Auditor of the Union shall not be an officer of the Union.