THE DUNHILL MEDICAL TRUST

Articles of Association

Company number 7472301

The Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

The Dunhill Medical Trust

Incorporated 16 December 2010[1]

1 Name

The name of the company is The Dunhill Medical Trust (the **Charity**).

2 Registered office

The registered office of the Charity is in England and Wales.

3 Objects

The objects of the Charity (the **Objects**) are, for the public benefit;

3.1 the furtherance of medical knowledge and research and the publication of the useful results thereof;

3.2 the provision of medical care and facilities in such manner as the Trustees shall from time to time in their absolute discretion think fit;

3.3 the research into the care of the elderly and the publication of the useful results thereof; and

3.4 the provision of accommodation and care for the elderly.

4 Powers

The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1 To acquire, rent or hire property of any kind.

4.2 To sell, let, licence, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.3 To borrow money, including entering into any derivative arrangement relating to that borrowing.

4.4 To give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.5 To co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies.

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[1] The Charity originated from the will trust of Herbert Edward Dunhill who died on 8th November 1950.

4.6 Subject to Articles 5 and 6, to employ paid or unpaid agents, staff or advisers.

4.7 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustee to be qualified to give it by his ability in and practical experience of financial and other relevant matters).

4.8 To delegate the management of investments to any person provided that:

4.8.1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

4.8.2 the investment policy is set out in writing by the Trustees;

4.8.3 the performance of the investments is reviewed regularly with the Trustees;

4.8.4 the investment policy and the delegation arrangements are reviewed at least once a year;

4.8.5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and

4.8.6 the delegate must not do anything outside the powers of the Trustees.

4.9 To arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required.

4.10 To support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts.

4.11 To affiliate with and where appropriate merge with any charity having similar objects to the Objects.

4.12 To promote or carry out research and to disseminate such research.

4.13 To hold seminars, conferences, lectures, tours and courses.

4.14 To provide advice.

4.15 To publish or distribute information in any form.

4.16 To raise funds.

4.17 To make grants, awards, prizes or donations.

4.18 To make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company.

4.19 To set aside funds for special purposes or as reserves against future expenditure.

4.20 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

4.21 To take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of

trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

4.22 To enter into contracts to provide services to or on behalf of other bodies.

4.23 To establish, support or acquire subsidiary companies.

4.24 To pay the costs of forming the Charity.

4.25 To open and operate bank accounts and banking facilities.

4.26 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms.

4.27 To enter into any licence or sponsorship agreement.

4.28 To enter into any contract or agreement (including any finance lease).

5 Benefits to Members

5.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but:

5.1.1 a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

5.1.2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable rate on money lent to the Charity;

5.1.3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

5.1.4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity; and

5.1.5 another charity of which a Member (including a Member who is also a Trustee) is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.

5.2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

6 Benefits to Trustees

6.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

6.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

6.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;

6.1.3 an indemnity in accordance with these Articles;

6.1.4 payment to any company in which a Trustee has no more that a 2% shareholding; and

6.1.5 other payments or benefits permitted by law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

6.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

6.2.1 interest at a reasonable rate on money lent to the Charity;

6.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;

6.2.3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity;

6.2.4 any Benefit which is in furtherance of the Objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee; and

6.2.5 in respect of the provision of goods or services in accordance with Article 6.3;

provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

6.3 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

6.3.1 the goods or services are actually required by the Charity;

6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

6.3.3 the Trustee has declared his or her Interest in accordance with Article 7 and the Trustees have complied with the procedure in Article 9.3;

6.3.4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 6.3 applies to a person who is Connected to that Trustee); and

6.3.5 the services supplied are not services supplied by the Trustee in his capacity as a Trustee; and

6.3.6 the services supplied are not services supplied by the Trustee under a contract of employment;

provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

6.4 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 5 for a Member or Articles 6.1 and 6.2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

6.5 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

6.6 This Article may not be amended without prior written consent of the Commission.

7 Declaration of interests

7.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

7.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

7.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

7.4 Any declaration must be made in accordance with the provisions of the Act:

7.4.1 at a meeting of the Trustees; or

7.4.2 by notice in writing to the Trustees; or

7.4.3 by general notice to the Trustees.

7.5 A Trustee is not required to declare an Interest:

7.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

7.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

7.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

7.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

8 Conflicts of interest

8.1 Subject to Articles 8.2 and 9, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).

8.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 8.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 6.1 of these Articles.

9 Authorisation of conflicts of interest

9.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:

9.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 6 of these Articles;

9.1.2 the Trustees act in what they consider to be the best interests of the Charity; and

9.1.3 the Trustees comply with the procedures set out in this Article 9.

9.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 9.1 the Trustee concerned must:

9.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);

9.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;

9.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;

9.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and

9.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).

9.3 Any authorisation in accordance with Article 9.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:

9.3.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);

9.3.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

9.3.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;

9.3.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

9.3.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).

9.4 In giving the authorisation under Article 9.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may

have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:

9.4.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;

9.4.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

9.4.3 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

9.4.4 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

10 Limited liability

10.1 The liability of the Members is limited.

10.2 Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to contribute to the assets of the Charity such amount not exceeding £1 as may be required for:

10.2.1 payment of the debts and liabilities of the Charity contracted before he, she or it ceases to be a Member;

10.2.2 payment of the costs, charges and expenses of winding up; and

10.2.3 adjustment of the rights of the contributories between themselves.

11 Membership

11.1 The number of Members with which the Charity is registered is unlimited.

11.2 The Charity must maintain a register of Members.

11.3 The Members of the Charity shall be the subscribers to the Memorandum and the Trustees from time to time such other persons as are admitted to membership by the Trustees.

11.4 The Trustees shall have the right to terminate the Membership of any Member if they consider that such Member's continued Membership is not in the best interests of the Charity, provided always that the Member shall be heard before a final decision is made.

11.5 Notwithstanding Article 11.4, Membership is terminated if the Member concerned:

11.5.1 gives written notice of resignation to the Charity; or

11.5.2 dies; or

11.5.3 makes an arrangement or composition with his or her creditors; or

11.5.4 ceases to be a Trustee.

11.6 Membership of the Charity is not transferable.

11.7 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members of the Charity for the purposes of the Act and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.

12 General meetings

12.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

12.2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.

Quorum

12.3 There is a quorum at a general meeting if three of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy. If the Charity has fewer than 2 Members, those Members present in person or through their authorised representatives or by proxy shall constitute a quorum.

12.4 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

Chair

12.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

Voting

12.6 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chair, by at least two Members present in person or through their authorised representatives or by proxy; or by the Trustees.

12.7 Unless a poll is duly demanded a declaration by the chair that a resolution has been 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 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.

12.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair 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.

12.9 A poll shall be taken as the chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.10 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

12.11 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it 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.

12.12 On a show of hands or a poll every Member present in person or though its authorised representative or by proxy shall have one vote.

12.13 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final.

Proxy notices

12.14 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

12.14.1 states the name and address of the Member appointing the proxy;

12.14.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

12.14.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the directors may determine; and

12.14.4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

12.15 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

12.16 Proxy notices may specify how the proxy appointed under them is to vote (or that proxy is to abstain from voting) on one or more resolutions.

12.17 Unless a proxy notice indicates otherwise, it must be treated as:

12.17.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

12.17.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.

12.18 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

12.19 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

12.20 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

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

Written resolutions

12.22 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Authorised representatives

12.23 Any person other than an individual who is a Member of the Charity may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person would exercise if he were an individual Member of the Charity.

13 The Trustees

13.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.

13.2 The Board shall be composed of no fewer than three Trustees. On appointment as a Trustee, a Trustee shall automatically become a Member of the Charity.

13.3 The first Trustees shall be the persons whose names are notified to Companies House on incorporation.

13.4 Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee.

13.5 Every Trustee shall sign a written consent to become a Trustee and a Member.

13.6 Subject in relation to the first trustees to the provisions of clause 13.8 hereof, the term of office for Trustees shall be four years but a Trustee shall be eligible for re-election by the Trustees on the expiry of his or her term of office.

13.7 A Trustee who has served two consecutive terms in office shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee, save that the Chairman appointed pursuant to Article 15.1.2 may serve up to three consecutive terms in office, after which he or she shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee..

13.8 The first Trustees shall serve for the duration of their Existing Terms of Office. On the expiry of their Existing Terms of Office, first Trustees shall be eligible to serve for one further term of office of four years after which they will be deemed to have served two consecutive terms of office and Article 13.7 will apply.

13.9 Every Trustee will hold office until he or she vacates office in accordance with Article 13.10.

13.10 A Trustee's term of office automatically terminates if he or she:

13.10.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;

13.10.2 is incapable, whether mentally or physically, of managing his or her own affairs;

13.10.3 is absent from four consecutive meetings of the Trustees without the consent of the Board;

13.10.4 is removed as a Trustee by the Members pursuant to the Act;

13.10.5 resigns by written notice to the Board (but only if at least three Trustees will remain in office);

13.10.6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement;

13.10.7 is convicted of an offence and the Board shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity;

13.10.8 ceases to be a Member of the Charity; or

13.10.9 is removed by unanimous resolution of the other Trustees.

13.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

14 Proceedings of the Board

14.1 The Trustees must hold at least four meetings of the Board each year.

14.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be three, or all the Trustees then in office if there are fewer than three Trustees.

14.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

14.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting.

14.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all of the Trustees entitled to receive notice of a meeting of Board is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document).

14.6 Except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.

14.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

14.8 The Trustees may invite individuals to attend meetings of the Board as observers but those individuals shall not count as part of the quorum and shall not have a vote.

15 Powers of Trustees

15.1 The Trustees have the following powers in the administration of the Charity:

15.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;

15.1.2 to appoint a Chairman, Treasurer, Patron and other honorary offices including, but without limitation, to recognise long service to the Charity and connections to the founder of the Charity;

15.1.3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

15.1.4 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;

15.1.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity; and

15.1.6 to exercise any powers of the Charity which are not reserved to a general meeting.

15.2 The Board may by a simple majority resolution change the name of the Charity.

16 Committees and Advisory Board

16.1 The Board may delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

16.1.1 all proceedings of every committee must be reported promptly to the Board; and

16.1.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

16.2 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

17 Records and accounts

17.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

17.1.1 annual reports;

17.1.2 annual returns; and

17.1.3 annual statements of account.

17.2 The Trustees must keep proper records of:

17.2.1 all proceedings at general meetings;

17.2.2 all proceedings at meetings of the Trustees;

17.2.3 all reports of committees; and

17.2.4 all professional advice obtained.

17.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

17.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

18 Notices

18.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

18.2 The Charity may deliver a notice or other document to a Member by:

18.2.1 delivering it personally to the Member;

18.2.2 post or hand delivery to the Member's address shown in the register of Members;

18.2.3 electronic mail to an address notified by the Member in writing; or

18.2.4 by means of a website in accordance with Articles 18.3 and 18.4.

18.3 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

18.4 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 18.2.1, 18.2.2 or 18.2.3 of:

18.4.1 its presence on the website;

18.4.2 the address of the website;

18.4.3 the place on the website where it may be accessed; and

18.4.4 how to access it.

18.5 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 18.4 in accordance with the relevant provisions of 18.6.

18.6 Subject to Article 18.5, any notice given in accordance with these Articles is to be treated for all purposes as having been received:

18.6.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

18.6.2 two clear days after being sent by first class post to that address;

18.6.3 three clear days after being sent by second class or overseas post to that address;

18.6.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

18.6.5 as soon as the Member acknowledges actual receipt.

18.7 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

19 Indemnity

The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

20 Dissolution

20.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

20.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto);

20.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto);

20.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

20.2 A final report and statement of account must be sent to the Commission.

21 Model Articles

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

22 Interpretation

22.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

these Articles: means these articles of association

authorised representative: means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

Board: means the board of trustees of the Charity

Chairman: means the chair of the Board appointed in accordance with Article 15.1.2

the Charity: means the company governed by these Articles

charity trustee: has the meaning prescribed by section 97(1) of the Charities Act 1993

clear day: means 24 hours from midnight following the relevant event

the Commission: means the Charity Commission for England and Wales

Conflict of Interest: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

Connected Person: means any person falling within one of the following categories:

(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee or Member;

(b) the spouse or civil partner of any person in (a);

(c) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or

(d) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member.

Existing Terms of Office: means the terms of office which the first Trustees were appointed to serve as charity trustees of the Predecessor Charity.

Interest: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

meeting including a meeting described in articles 12 or 14, includes and authorises:

(a) a physical meeting;

(b) a video conference, an internet video facility or similar electronic method allowing simultaneous visual and audio participation;

(c) telephone conferencing; and

(d) any other system or service allowing all participants to communicate, including without limitation services provided to assist participants with disabilities.

Member and **Membership** refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

Memorandum: means the Charity's memorandum of association

month: means calendar month

Predecessor Charity: means the charity known as The Dunhill Medical Trust (charity registration number 294286).

Secretary: means the secretary of the Charity

Subsidiary Company: means any company in which the Charity holds:

(a) more than 50% of the shares; or

(b) more than 50% of the voting rights attached to the shares; or

(c) the right to appoint one or more of the directors

Trustee: means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

written or **in writing** refers to a legible document on paper including a printed e-mail or a fax message

year: means calendar year.

22.2 Expressions defined in the Act have the same meaning.

22.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.