



The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

---

**Articles of Association**  
**of**  
**Royal Osteoporosis Society**

---

**Company number: 04995013**

**as amended by special resolution on 6<sup>th</sup> March 2019**

**Bates Wells & Braithwaite London LLP**  
**10 Queen Street Place**  
**London EC4R 1BE**  
**(Telephone: 020 7551 7777)**  
**[www.bwblp.com](http://www.bwblp.com)**  
**207039/0012**

## The Companies Acts 1985 to 2006

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

#### Index to Articles of Association of Royal Osteoporosis Society

INTERPRETATION.....	1
<b>1. Defined terms</b> .....	1
<b>2. Registered office</b> .....	1
The Charity's registered office is situated in England and Wales. ....	1
OBJECTS AND POWERS.....	1
<b>3. Objects</b> .....	1
<b>4. Powers</b> .....	1
LIMITATION ON PRIVATE BENEFITS.....	3
<b>5. Limitation on private benefits</b> .....	3
LIMITATION OF LIABILITY AND INDEMNITY .....	4
<b>6. Liability of members</b> .....	4
<b>7. Indemnity</b> .....	4
<i>TRUSTEES</i> .....	4
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i> .....	4
<b>8. Trustees' general authority</b> .....	4
<b>9. Honorary Officers</b> .....	5
<b>10. Trustees may delegate</b> .....	5
<b>11. Committees</b> .....	6
<b>12. Delegation of day to day management powers</b> .....	6
<b>13. Delegation of investment management</b> .....	6
<b>14. Power to change name of Charity</b> .....	7
<i>DECISION-MAKING BY TRUSTEES</i> .....	7
<b>15. Trustees to take decisions collectively</b> .....	7
<b>16. Calling a Trustees' meeting</b> .....	7
<b>17. Participation in Trustees' meetings</b> .....	8
<b>18. Quorum for Trustees' meetings</b> .....	8
<b>19. Chairing of Trustees' meetings</b> .....	9
<b>20. Casting vote</b> .....	9
<b>21. Unanimous decisions without a meeting</b> .....	9
<b>22. Conflicts of interest</b> .....	9
<b>23. Register of Trustees' interests</b> .....	11
<b>24. Validity of Trustee actions</b> .....	11
<b>25. Trustees' discretion to make further rules</b> .....	11
<b>26. Trustees' expenses</b> .....	11
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i> .....	12
<b>27. Number of Trustees</b> .....	12
<b>28. Appointment of Trustees and retirement of Trustees by rotation</b> .....	12
<b>29. Disqualification and removal of Trustees</b> .....	12
PATRONS, PRESIDENT AND VICE-PRESIDENT .....	13
<b>30. Patrons, President and Vice-President</b> .....	13
MEMBERS .....	13
<i>BECOMING AND CEASING TO BE A MEMBER</i> .....	13
<b>31. Trustees as members</b> .....	13

<b>32. Termination of membership</b> .....	13
<b>33. Supporter Members</b> .....	13
<i>DECISION-MAKING BY MEMBERS</i> .....	14
<b>34. Members’ Meetings</b> .....	14
<i>WRITTEN RESOLUTIONS</i> .....	14
<b>35. Written resolutions</b> .....	14
<i>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS</i> .....	15
<b>36. Communications by the Charity</b> .....	15
<b>37. Communications to the Charity</b> .....	17
<b>38. Secretary</b> .....	17
<b>39. Irregularities</b> .....	17
<b>40. Minutes</b> .....	17
<b>41. Records and accounts</b> .....	18
<b>42. Exclusion of model articles</b> .....	18
<b>43. Winding up</b> .....	18
<i>SCHEDULE</i> .....	19
<b>Defined terms</b> .....	19

## **The Companies Acts 1985 to 2006**

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

#### **Articles of Association of Royal Osteoporosis Society**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule 1 at the end of the Articles.

#### **2. Registered office**

The Charity's registered office is situated in England and Wales.

### **OBJECTS AND POWERS**

#### **3. Objects**

The objects of the Charity are:

- 3.1 to relieve sickness and to promote and advance medical knowledge with particular reference to all aspects of osteoporosis and all similar and related conditions;
- 3.2 to undertake research in relation thereto, and to publish the useful results of such research.

#### **4. Powers**

To further its objects the Charity may:

- 4.1 provide and assist in the provision of money, materials or other help;
- 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 provide or procure the provision of advice;
- 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate

policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 4.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 4.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 4.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.17 accept (or disclaim) gifts of money and any other property;
- 4.18 raise funds by way of subscription, donation or otherwise;
- 4.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.20 incorporate and acquire subsidiary companies to carry on any trade;
- 4.21 subject to Article 5 (limitation on private benefits):
  - 4.21.1 engage and pay employees, consultants and professional or other advisers; and
  - 4.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

- 4.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.24 undertake and execute charitable trusts;
- 4.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.27 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 4.30 do all such other lawful things as may further the Charity's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

### **5. Limitation on private benefits**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing in this document shall prevent any payment agreed in accordance with Article 23 in good faith by the Charity:
  - 5.1.1 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - 5.1.2 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
  - 5.1.3 of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

- 5.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee is also be a member holding not more than one hundredth part of the issued capital of that company;
- 5.1.5 of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee;
- 5.1.6 to any Trustee of reasonable out-of-pocket expenses;
- 5.1.7 for insurance pursuant to Article 4.29 above.

### ***OSCR***

- 5.2 Nothing in this constitution shall authorise an application of the property of the Charity for the purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **6. Liability of members**

- 6.1 The liability of the members is limited.
- 6.2 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

### **7. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## ***TRUSTEES***

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

### **8. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity and in doing so will have reference to the Governance Handbook.

## **9. Honorary Officers**

The Trustees may appoint one of their number to one of the following roles:

- 9.1 the Chair;
- 9.2 the Vice-Chair; or
- 9.3 the Treasurer

for such term of office as they determine and may at any time remove him or her from that office.

## **10. Trustees may delegate**

- 10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any Executive Committee which shall have an elected chair and include two or more Trustees. The quorum for any Executive Committee meeting shall include at least two Trustees. If two Trustees are not present, then an Executive Committee may still meet provided that promptly following the meeting, the chair reports its business to the Trustees for approval. For the avoidance of doubt, business transacted at an Executive Committee meeting that is not quorate will only be valid once approved by Trustees' resolution.
- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 10.3 Any delegation by the Trustees may be:
  - 10.3.1 by such means;
  - 10.3.2 to such an extent;
  - 10.3.3 in relation to such matters or territories; and
  - 10.3.4 on such terms and conditions;as they think fit.
- 10.4 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
- 10.5 The Trustees may establish such Advisory Committees as they think fit with power to advise the Trustees in relation to the affairs of the Charity. The Trustees shall determine the composition, proceedings and remit of any such committee, provided any Advisory Committee has an elected chair and shall include at least one Trustee . The quorum for any Advisory Committee meeting shall include at least one Trustee. If a Trustee is not present, then an Advisory Committee may still meet provided that promptly following the meeting, the chair reports its business to the Trustees for



approval. For the avoidance of doubt, business transacted at an Advisory Committee meeting that is not quorate will only be valid once approved by Trustees' resolution.

## **11. Committees**

### **11.1 In the case of delegation to committees:**

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee may appoint a secretary for that purpose;

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

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **12. Delegation of day to day management powers**

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

12.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

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

12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

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

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

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

- 13.2 timely reports of all transactions are provided to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

**14. Power to change name of Charity**

The Trustees may change the name of the Charity at any time by:

- 14.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting; or
- 14.2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 22.

**15. Bank account**

Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall include the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees or senior officers or employees of the Charity duly authorised by the Trustees.

***DECISION-MAKING BY TRUSTEES***

**16. Trustees to take decisions collectively**

Subject to Article 14 any decision of the Trustees must be either:

- 16.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 21); or
- 16.2 a decision taken in accordance with Article 22.

**17. Calling a Trustees' meeting**

- 17.1 A Trustee may (and the Secretary, if any, must at the request of a Trustee) call a Trustees' meeting.
- 17.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
  - 17.2.1 all the Trustees agree; or
  - 17.2.2 urgent circumstances require shorter notice.

- 17.3 Notice of Trustees' meetings must be given to each Trustee, except to any Trustee who is absent from the United Kingdom.
- 17.4 Every notice calling a Trustees' meeting must specify:
- 17.4.1 the place, day and time of the meeting;
  - 17.4.2 the general nature of the business to be considered at such meeting; and
  - 17.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 17.5 Notice of Trustees' meetings shall be in Writing.
- 17.6 Article 37 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

## **18. Participation in Trustees' meetings**

- 18.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 18.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 18.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 18.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 18.4 The chair of the meeting may permit persons who are not Trustees (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a Trustees' meeting.

## **19. Quorum for Trustees' meetings**

- 19.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two or one-third of the total number of Trustees, whichever is the greater.
- 19.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

## **20. Chairing of Trustees' meetings**

The Chair (if any) or in his or her absence or if he or she is not eligible to vote on a matter, the Vice-Chair (if any) or, in the absence or ineligibility of both, another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

## **21. Casting vote**

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

21.2 Article 21.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **22. Decisions without a meeting**

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

22.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

## **23. Conflicts of interest**

### *Declaration of interests*

23.1 Unless Article 23.2 applies, a Trustee must declare the nature and extent of:

23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

23.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### *Participation in decision-making*

23.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

23.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

23.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.29;
- (b) payment under the indemnity set out at Article 7; and/or
- (c) reimbursement of expenses in accordance with Article 26 or Article 5; or

23.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 23.5.

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

23.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

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

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

23.6 Where a Trustee has a conflict of interest the other Trustees may, if they consider it is in the best interests of the Charity to do so, authorise a Trustee with a conflict of interest to:

23.6.1 refrain from taking any step required to remove the conflict; and

23.6.2 take any other action not otherwise authorised which does not involve the receipt by the Trustee with a conflict of interest of any payment or material benefit

provided that the Trustee with a conflict of interest cannot vote or be counted in the quorum in relation to any decision to authorise the conflict or in relation to any decision on the matter giving rise to his or her conflict of interest.

#### ***Continuing duties to the Charity***

23.7 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

23.7.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would

result in a breach of any other duty or obligation of confidence owed by him or her; and

23.7.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

#### **24. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

#### **25. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

#### **26. Trustees' discretion to make further rules**

26.1 Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

26.2 The rules may regulate the following matters but are not restricted to them:

26.2.1 reviewing and updating the Governance Handbook;

26.2.2 the establishment and governance of local Support Groups;

26.2.3 rights and obligations of supporter members, and the Charity's relationship with them;

26.2.4 the appointment of Honorary Officers, patrons the President and the Vice-Presidents;

26.2.5 the composition and membership of any committee and the delegation of the powers to the committee;

26.2.6 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);

26.2.7 any of the matters or things within the powers or under the control of the Trustees; and

26.2.8 generally, all such matters as are commonly the subject matter of company rules.

#### **27. Trustees' expenses**

Subject to Article 5, the Trustees may be paid all reasonable travelling, hotel or other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

#### **28. Number of Trustees**

There shall be at least three Trustees but, unless otherwise determined by a decision of the Trustees, there shall be no maximum number of Trustees.

#### **29. Appointment of Trustees and retirement of Trustees**

29.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

##### ***Appointment of Trustees***

29.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 30, may be appointed to be a Trustee by a decision of the Trustees.

##### ***Minimum age***

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

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

29.4 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

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

A Trustee shall cease to hold office if:

30.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

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

30.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

30.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Trustees will remain in office when such resignation has taken effect);

- 30.5 he or she fails to attend all Trustees' meetings held within a six month period, without the consent of the Trustees, and the Trustees resolve that he or she be removed for this reason;
- 30.6 discloses confidential information concerning the affairs of the Charity other than in the performance of his duties, without the permission of the Trustees, information already in the public domain, or as ordered so to do by a Court of Law and the Trustees resolve that he or she be removed for this reason;
- 30.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 30.8 he or she ceases to be a member of the Charity.

### **PATRONS, PRESIDENT AND VICE-PRESIDENT**

#### **31. Patrons, President and Vice-Presidents**

The Trustees may appoint and remove any individual(s) as patron(s), President or Vice-President(s) of the Charity on such terms as they shall think fit.

### **MEMBERS**

#### ***BECOMING AND CEASING TO BE A MEMBER***

#### **32. Trustees as members**

- 32.1 The Trustees from time to time shall be the only members of the Charity.
- 32.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Charity.
- 32.3 The names of the members of the Charity must be entered in the register of members.

#### **33. Termination of membership**

- 33.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 33.2 Membership is not transferable and shall cease on death.

#### **34. Supporter Members**

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



## ***DECISION-MAKING BY MEMBERS***

### **35. Members' Meetings**

- 35.1 The Trustees may call a general meeting of the members at any time.
- 35.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 35.3 In the case of an equality of votes at a members' meeting, whether on show or hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

## ***WRITTEN RESOLUTIONS***

### **36. Written resolutions**

#### ***General***

- 36.1 Subject to this Article 36 a written resolution agreed by:
  - 36.1.1 members representing a simple majority; or
  - 36.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 36.2 On a written resolution each member shall have one vote.
- 36.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 36.4 A members' resolution removing a Trustee or auditor before the expiry of his or her term of office shall be passed in accordance with the Companies Acts.

#### ***Circulation***

- 36.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 36.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 36.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 36.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 36.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 36.9.1 identifying the resolution to which it relates; and
  - 36.9.2 indicating the member's agreement to the resolution.
- 36.10 For the purposes of Article 36.9:
- 36.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 36.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:
    - 36.10.3 the identity of the sender is confirmed in a manner specified by the Charity; or
    - 36.10.4 where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 36.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **37. Communications by the Charity**

#### ***Methods of communication***

- 37.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:
- 37.1.1 in Hard Copy Form; or
  - 37.1.2 in Electronic Form.
- 37.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in

Electronic Form the Trustees may decide what agreement (if any) is required from the recipient.

- 37.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

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

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

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

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

37.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 37.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

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

37.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

37.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

37.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

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

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

## **38. Communications to the Charity**

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

## **39. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

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

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

## **40. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## **41. Minutes**

The Trustees must cause minutes to be made:

41.1 of all appointments of officers made by the Trustees;

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

41.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

#### **42. Records and accounts**

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 42.1 annual reports;
- 42.2 annual returns; and
- 42.3 annual statements of account.

#### **43. Exclusion of model articles**

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

### **WINDING UP**

#### **44. Winding up**

- 44.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 <b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 <b>“Advisory Committee”</b>	means a sub-committee of the Trustees formed of experts in a particular field and/or representatives of the Charity’s stakeholders which advises the Trustees to the extent the Trustees consider necessary to inform their discussions;
1.3 <b>“Articles”</b>	the Charity’s articles of association;
1.4 <b>“Chair”</b>	has the meaning given in Article 9;
1.5 <b>“Charity”</b>	Royal Osteoporosis Society;
1.6 <b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 <b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9 <b>“Connected ”</b>	in relation to a Trustee means any person falling within any of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with the Trustee which may reasonably be regarded as

- equivalent to such a relationship as is mentioned at (a) or (b); or
- (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
- 1.10 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“Executive Committee”** means a sub-committee of the Trustees which has delegated authority to act on the Trustees’ behalf as determined by the Trustees from time to time;
- 1.13 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.14 **“Governance Handbook”** the Trustees’ guidance manual on governance and good practice as amended from time to time;
- 1.15 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.16 **“Honorary Officers”** the Chair, Vice-Chair and Treasurer;
- 1.17 **“Local Groups”** support groups run by people affected by osteoporosis, for the benefit of people living with the disease;
- 1.18 **“President”** has the meaning given in Article 30;
- 1.19 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.20 **“Secretary”** the secretary of the Charity (if any);
- 1.21 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.22 **“Treasurer”** has the meaning given in Article 9;

- 1.23 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called;
- 1.24 **“Vice-Chair”** has the meaning given in Article 9;
- 1.25 **“Vice-President(s)”** has the meaning given in Article 30;
- 1.26 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.