Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Royal Medical Benevolent Fund
Company Limited by Guarantee and not having a Share Capital

Index to Articles of Association of Royal Medical Benevolent Fund

INTERPRETATION
1 Defined terms 3
OBJECTS AND POWERS
2 Objects 3
3 Powers 3
LIMITATION ON PRIVATE BENEFITS
4 Limitation on private benefits 3
LIMITATION OF LIABILITY AND INDEMNITY
5 Liability of members 4
6 Indemnity 4
TRUSTEES
7 Trustees' general authority 4
8 Trustees may delegate 4
9 Delegation of investment management 4
10 Rules 4
DECISION-MAKING BY TRUSTEES
11 Power to change name of Charity 5
12 Trustee interests and management of conflicts of interest 5
APPOINTMENT AND RETIREMENT OF TRUSTEES
13 Number and appointment of Trustees 6
MEMBERS
14 Becoming a member 6
15 Termination of membership 6
ORGANISATION OF GENERAL MEETINGS
16 Annual general meetings 7
17 Other general meetings 7
18 Procedures relating to general meetings 7
19 Votes 7
WRITTEN RESOLUTIONS
20 Written resolutions 7
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS
21 Communications by the Charity 7
22 Communications to the Charity – 8
23 Irregularities 8
24 Exclusion of model articles 8
26 Winding up 8
SCHEDULE
Defined terms 9
INTERPRETATION

1 Defined terms

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

OBJECTS AND POWERS

2 Objects

21 The objects of the Charity are to prevent or relieve poverty and to relieve need arising from youth, age, ill health, disability and bereavement among people who are doctors or who have worked as doctors, and medical students and the dependants of such individuals

3 Powers

To further its objects the Charity may

31 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, and

32 do all such other lawful things as the Trustees reasonably consider may further the Charity's objects

LIMITATION ON PRIVATE BENEFITS

4 Limitation on private benefits

41 Subject to Article 4 2, the income and property of the Charity shall be applied solely towards the promotion of its objects

42 A Trustee is entitled to

4 2 1 be reimbursed for any reasonable expenses properly incurred as a result of their duties on behalf of the Charity,

4 2 2 benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993 (as amended),

4 3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity, other than reimbursement for any reasonable expenses properly incurred at the request of the Trustees for the benefit of the Charity
LIMITATION OF LIABILITY AND INDEMNITY

5 Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for

5.1 payment of the Charity’s debts and liabilities contracted before he or she ceases to be a member,

5.2 payment of the costs, charges and expenses of winding up, and

5.3 adjustment of the rights of the contributories among themselves

6 Indemnity

6.1 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

7 Trustees’ general authority

7.1 Subject to the Articles, the Trustees are responsible for the general control and management of the administration of the Charity, for which purpose they may exercise all the powers of the Charity

8 Trustees may delegate

Subject to the Articles, the Trustees may delegate any of their powers and/or the day to day management of the affairs of the charity to any person or committee.

9 Delegation of investment management

The Trustees may, from time to time, delegate the management of investments to a Financial Expert or Experts in the same manner and subject to the same restrictions as the trustees of a trust are permitted to do by the Trustee Act 2000

10 Rules

The Trustees may, from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs including (without limitation) rules which relate to how the Trustees are appointed, their retirement or removal from office, how they make decisions, delegation by the Trustees, and concerning membership of the Charity, the conduct of general meetings, and communication with the members. Rules made under this Article must be consistent with the Companies Acts, the Articles or any rule of law. In the event of any conflict the Articles will take precedence over the Rules

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DECISION-MAKING BY TRUSTEES

11 Power to change name of Charity

The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting, provided that at least 28 Clear Days’ notice in Writing has been given of the proposed change of name to the members to give the members a reasonable opportunity to provide any comments they may have on the proposed change, and all comments received before such notice has expired have been reported to the Trustees in writing for their due consideration prior to the decision being taken.

12 Trustee interests and management of conflicts of interest

12.1 If a Trustee, or a connected person in relation to a Trustee is in any way directly or indirectly interested in a proposed transaction or arrangement with the Charity the interested Trustee must declare the nature and extent of that interest to the other Trustees at a meeting of the Trustees before the Charity enters into the transaction or arrangement.

12.2 Article 12.1 does not apply to

12.2.1 an interest of which the Trustee is not aware or could not reasonably be expected to be aware, or where the Trustee is not aware of the transaction or arrangement in question,

12.2.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or

12.2.3 to the extent the Trustees are already aware of it.

12.3 A Trustee of the Charity must avoid a conflict of interest in relation to the Charity that is not authorised by the Trustees under this Article or does not relate to a transaction or arrangement that is authorised by any other provision of the Articles or by the Charity Commission.

12.4 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.

12.5 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

12.5.1 the decision could result in the Trustee or any connected person receiving a benefit other than

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.2.2,

(b) payment under the indemnity set out at Article 6, and

(c) reimbursement of expenses in accordance with Article 4.2.1, or

12.5.2 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 12.6.
12.6 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 12.6, the following conditions apply:

12.6.1 The interested Trustee must declare his or her interest at or before the meeting before discussion begins on the matter, 

12.6.2 The interested Trustee must be absent from the meeting for that item, 

12.6.3 The interested Trustee cannot be counted in the quorum for that part of the meeting, and 

12.6.4 The interested Trustee must be absent during the vote and have no vote on the matter.

APPOINTMENT AND RETIREMENT OF TRUSTEES

13 Number and appointment of Trustees 

13.1 There shall be at least 5 Trustees but not more than 15. 

13.2 Trustees shall be appointed in accordance with Rules made under Article 10. The Rules shall also make provision for the circumstances in which Trustees shall cease to hold office.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

14 Becoming a member 

14.1 The members of the Charity shall be such persons as are admitted to membership by the Trustees in accordance with the Articles and the Rules. 

14.2 The Trustees may from time to time prescribe (and vary existing) criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

15 Termination of membership 

15.1 Membership is not transferable. 

15.2 A member shall cease to be a member 

15.2.1 if the member no longer satisfies the criteria for membership as determined from time to time by the Trustees under Article 14.2 or 

15.2.2 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that continued membership is harmful to or is likely to become harmful to the interests of the Charity. Such a resolution may not be passed unless the member has been given at least 14 clear days’ notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.
ORGANISATION OF GENERAL MEETINGS

16 Annual general meetings

16 1 The Charity must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

16 2 The business to be conducted at the annual general meeting shall normally include:

16 2 1 appointing new Trustees in accordance with any procedures laid down in Rules made under Article 10, and

16 2 2 laying the annual reports and accounts of the Charity before the members.

17 Other general meetings

17 1 The Trustees may call a general meeting at any time.

17 2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

18 Procedures relating to general meetings

18 1 General meetings shall be called and conducted in accordance with the Companies Acts and with any Rules made under Article 10.

19 Votes

19 1 Any objection about a member's entitlement to vote or related to the voting procedure may only be raised at the meeting at which the vote is taken, or at an adjourned meeting. All votes not disallowed at the meeting are valid.

19 2 Any such objection must be referred to the chair of the meeting whose decision is final.

WRITTEN RESOLUTIONS

20 Written resolutions

20 1 The Charity may pass written resolutions according to the procedure for the time being provided in the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

21 Communications by the Charity

Methods of communication

21 1 Any Document or information (including any notice) may be sent or supplied by the Charity in any way allowed under the Companies Act 2006 including without limitation:

21 1 1 in Hard Copy Form,

21 1 2 in Electronic Form, or
21.1.3 by making it available on a website

21.2 Notices of general meetings and copies of the annual accounts and reports need not be sent to any member or any other person entitled to receive any such documents for whom the Charity does not have a current Address, or who registers only a postal address outside the United Kingdom.

22 Communications to the Charity –

22.1 The provisions of the Companies Acts and any relevant current legislation shall apply to communications to the Charity.

23 Irregularities

23.1 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.

24 Exclusion of model articles

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

DISTRIBUTION OF PROPERTY

25 Distribution of property

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

WINDING UP

26 Winding up

26.1 If upon the winding-up or dissolution of the Charity there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on this Charity under or by virtue of these Articles, such charity or charities to be determined by the members of this Charity at or before the time of dissolution, or in default thereof by such judge of the High Court of Justice as may have or may acquire jurisdiction in the matter, and so far as effect cannot be given to the aforesaid provision then to some charitable object.
## Defined terms

### INTERPRETATION

**Term** | **Meaning**
---|---
1. **"Address"** | includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
2. **"Articles"** | the Charity’s articles of association,
3. **"Charity"** | Royal Medical Benevolent Fund,
4. **"Clear Days"** | 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,
5. **"Companies Acts"** | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
6. **"connected person"** | 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
   (b) the spouse or civil partner of any person in (a), or
   (c) any other person in a relationship with a 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 a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital,
7. **"Document"** | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
8. **"Electronic Form" and "Electronic Means"** | have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
9. **"Financial Expert"** | an individual, company or firm who, or which, is authorised to give investment advice under the
Financial Services and Markets Act 2000,

1.10 "Hard Copy" and "Hard Copy Form" have the meanings respectively given to them in the Companies Act 2006,

1.11 "Trustee" includes any person occupying the position of director, by whatever name called, and

1.12 "Writing" includes 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.
From: FC Email Team (Queue) [mailto:fcemailteam@charitycommission.gsi.gov.uk]
Sent: 06 July 2015 11:17
To: 
Subject: ROYAL MEDICAL BENEVOLENT FUND - 207275 [Regulated amendment] CRM 0293618

You Ref. AP/205101/0006/TP

ROYAL MEDICAL BENEVOLENT FUND - 207275

Thank you for your email dated 17 June 2015 (with attachments) about the above named charity

We are pleased to inform you that we have no objection to your proposed changes to the charity’s dissolution clause. Therefore, our permission is as follows.

On behalf of the Charity Commission for England and Wales, consent is hereby given under section 198 of the Charities Act 2011 to these proposed amendments to the charity’s dissolution clause so that it reads precisely as follows:

"Distribution of property"

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

26 If upon the winding-up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Association; but shall be given or transferred to some other association or associations having objects similar to the objects of this Association, and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on this Association under or by virtue of Clause 4 hereof, such Association or Associations to be determined by the members of this Association at or before the time of dissolution, or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot given to the aforesaid provision then to some charitable object “

This email should be retained with the charity’s records as it contains Charity Commission permission.

Therefore, as soon as these changes have been amended formally by the members by passing a special resolution (usually by special general meeting) in line with company law requirements, then we would be grateful if you could supply us with the following information as soon as conveniently possible:

- A copy of the special resolution (as kept by Companies House). This document must clearly be dated and should clearly describe the changes as approved by the company’s membership,
- A copy of the revised version of the governing document (as kept by Companies House) containing any administrative changes and the “regulated alteration” that we have agreed above;

You can provide this information by inserting / attaching it to our online declaration form which can be found on our website at: http://www.charitycommission.gov.uk/Manage_your_charity/Change_Governing_Document_index.aspx?Type=PAGE# (Please ensure that you select the “We are filing changes we have already made where the Commission has given consent or consent is not needed” option).
As soon as we receive this information, we will then be able to update the Central Register of charities accordingly for you.

I trust that this response is helpful to you.

Very often, the fastest way to answer your enquiries will be to look on our website https://www.gov.uk/government/organisations/charity-commission

Yours sincerely

Michael Delaney
Charity Commission - First Contact