



The Companies Acts 1985, 1989 and 2006

Company limited by guarantee and not having a share capital

Articles of Association of the Academy of Medical Royal Colleges

1. Name

The name of the Company is the Academy of Medical Royal Colleges [“the Academy”].

2. Registered Office

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

3. Objects

The Academy’s objects are the protection and preservation of health and the relief of sickness by supporting, promoting and co-ordinating the work of the Medical Royal Colleges and their Faculties as defined in their respective Charters and by providing a forum for discussion and collaboration among the Medical Royal Colleges and their Faculties [but without prejudice to the autonomy of each such body] so as to promote for the benefit of the public the efficiency and effectiveness of the Medical Royal Colleges and their Faculties [“**the Objects**”].

4. Powers

The Academy has the following powers, which may be exercised only in promoting the Objects:

- 4.1. to represent the **Colleges** and their **Faculties** on appropriate councils, committees and other bodies;

- 4.2. to promote or carry out research;
- 4.3. to provide advice;
- 4.4. to publish or distribute information;
- 4.5. to cooperate with other bodies;
- 4.6. to enter into any funding or other arrangement with any government or any other authority [supreme, municipal, local or otherwise] and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7. to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.8. to raise funds [but not by means of **taxable trading**];
- 4.9. to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.10. to borrow money and give security for loans [but only in accordance with the restrictions imposed by **the Charities Acts**];
- 4.11. to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.12. to let or dispose of or turn to account property of any kind [but only in accordance with the restrictions imposed by the Charities Acts];
- 4.13. to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.15. to purchase, lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Academy;
- 4.16. to make grants or loans of money and to give guarantees;
- 4.17. to set aside funds for special purposes or as reserves against future expenditure;

- 4.18. to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.19. to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert, unless the **Trustees** reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.20. to delegate the management of investments to a financial expert, but only on terms that:
 - 4.20.1. require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the Trustees;
 - 4.20.2. require the financial expert to report every transaction to the Trustees within a reasonable period of time;
 - 4.20.3. require the financial expert to review the performance of the investments with the Trustees regularly;
 - 4.20.4. entitle the Trustees to cancel the delegation arrangement at any time;
 - 4.20.5. require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **year**;
 - 4.20.6. require all payments to the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
 - 4.20.7. prohibit the financial expert from doing anything outside the powers of the Trustees;
- 4.21. to arrange for investments or other property of the Academy to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a financial expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.22. to insure the property of the Academy against any foreseeable risk and take out other insurance policies to protect the Academy when required;
- 4.23. to insure the Trustees against the costs of a successful defence to a criminal prosecution 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 a 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;

- 4.24. subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- 4.25. to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Academy or any of them or otherwise to make provision for such officers, employees and workers, their widows and children;
- 4.26. to enter into contracts to provide services to or on behalf of other bodies;
- 4.27. to arrange for the amalgamation or merger of the Academy with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Academy either alone or as amalgamated;
- 4.28. to establish or acquire subsidiary companies to assist or act as agents for the Academy;
- 4.29. to pay the reasonable and proper costs of administering the Academy; and
- 4.30. to do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

- 5.1. The property and funds of the Academy must be used only for promoting the Objects and do not belong to the **members** or the Trustees of the Academy but:
 - 5.1.1. members may be employed by or enter into contracts with the Academy and receive reasonable payment for goods or services supplied;
 - 5.1.2. members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Academy;
 - 5.1.3. members and Trustees who are beneficiaries may receive charitable benefits in that capacity.
- 5.2. A Trustee must not receive any payment of money or other material benefit [whether directly or indirectly] from the Academy except:

- 5.2.1. as mentioned in Articles 4.23, 5.1.2, 5.1.3 or 5.3;
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Academy;
 - 5.2.3. an indemnity in respect of any liabilities **properly incurred** in running the Academy or otherwise to the extent permitted by the Act against any **Relevant Liability**;
 - 5.2.4. payment to any company in which a Trustee has no more than a 1% shareholding;
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the **written** approval of **the Commission** in advance).
- 5.3. Any Trustee (or any **person connected to a Trustee** whose remuneration might result in a Trustee obtaining a **material benefit**) may enter into a contract with the Academy to supply goods or services in return for a payment or other material benefit but only if:
- 5.3.1. the goods or services are actually required by the Academy;
 - 5.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 17.1;
 - 5.3.3. in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

6. Membership and subscriptions

- 6.1. The Academy must maintain a register of members in accordance with the Companies Acts.
- 6.2. On the date of the adoption of **these Articles** by the Academy the members are the Colleges and Faculties listed in the Schedule to these Articles.
- 6.3. Membership is open to:
 - 6.3.1. any College, Faculty or other corporate body that is interested in promoting the Objects that:
 - a) applies to the Academy in the form required by the Trustees;

- b) is approved by the Council, and this decision is ratified by the Trustees; and
 - c) signs the register of members or consents in writing to become a member through its **Nominated Representative**; and
 - 6.3.2. subject to Article 6.5, the **Chair of Council**, provided they sign the register of members or consent in writing to become a member.
- 6.4. A Nominated Representative of a **Corporate Member** should normally be its President or **Head Officer** (howsoever known by the Corporate Member). Exceptions must be approved in advance annually by the Council except that:
 - 6.4.1. the RCGP may choose whether their President or the Chair of their council becomes their Nominated Representative without prior approval of the Council;
 - 6.4.2. the RCGP, having a second seat on the Council, may choose as their Second Representative any senior member of the RCGP without prior approval of the Council. Both RCGP Representatives shall be entitled to vote at Council and general meetings.
- 6.5. If the Chair of Council is not a Nominated Representative they may become a member of the Academy for such period as they continue to hold office as the Chair of Council, and they will not be required to pay a subscription in respect of their membership.
- 6.6. Membership is terminated if the member concerned:
 - 6.6.1. gives written notice of resignation to the Academy;
 - 6.6.2. dies or (in the case of a Corporate Member) ceases to exist;
 - 6.6.3. demits office as Chair of Council;
 - 6.6.4. is more than three months in arrears in paying the subscription (as determined by the Trustees annually) and the Trustees determine the membership should be terminated; or
 - 6.6.5. is removed by resolution of the Trustees or by Ordinary Resolution of the members at General Meeting.
- 6.7. When the Nominated Representative's term of office as President or Head Officer comes to an end, the corporate member shall appoint a new Nominated Representative.

6.8. The Trustees may set the amounts of any subscription following consultation with members.

6.9. Membership of the Academy is not transferable.

7. General Meetings

7.1. Members are entitled to attend general meetings personally or by proxy, or in the case of a Corporate Member by its Nominated Representative.

7.2. General meetings are called on at least 14 **clear days'** written notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

7.3. There is a quorum at a general meeting if at least 50% of the membership is present by Nominated Representative, in person or by proxy.

7.4. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened at the request of the membership, shall be dissolved. In any other case it shall stand adjourned until another time, date and place to be determined by the Trustees and if at such adjourned meeting a quorum, as specified in Article 7.3, is not present within half-an-hour of the time appointed for holding the meeting the members present shall constitute the quorum.

7.5. The **Chair of Trustees** will preside at the meeting but shall not be entitled to vote. If the Chair of Trustees is unable to preside, one of the other Trustees shall be elected by those present to preside which will not alter their original voting status.

7.6. At a general meeting the members may:

7.6.1. receive the accounts of the Academy for the previous financial year;

7.6.2. receive the Trustees' report on the Academy's activities since the previous general meeting;

7.6.3. accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

7.6.4. appoint auditors for the Academy by Ordinary Resolution; and

7.6.5. deal with any other business put before them.

7.7. A general meeting may be called at any time by the Trustees.

- 7.8. A general meeting shall be called on a written request to the Trustees from members representing at least 10% of the total voting rights or, if more than twelve months have passed since the Academy last held a general meeting, from members representing at least 5% of the total voting rights, provided such request complies with the requirements of **the Act**.
- 7.9. If the Trustees are in receipt of a written request made pursuant to Article 7.8, the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.
- 7.10. The unintended omission to give notice of a meeting to, or the non-receipt of such notice by any person entitled to receive notice thereof, shall not invalidate any resolution passed, or business transacted, at any meeting.
- 7.11. Trustees who are not Nominated Representatives or the Chair of Council may attend general meetings but do not have voting rights.

8. Votes of members

- 8.1. A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 8.2. Subject to Article 8.3, at a general meeting on a show of hands every member present by Nominated Representative, in person or by proxy shall have one vote except the RGCP, which shall have two votes.
- 8.3. A person who is acting as a proxy for other[s] shall be entitled to exercise additional votes[s] on a show of hands and on a poll every person in the membership present in person or by proxy shall have one vote, except the RCGP, which shall have two votes.
- 8.4. A resolution put to the vote of a general meeting shall be decided on a show of hands of the members present unless before, or on the declaration of the result of, the show of hands a poll is duly demanded by:
 - 8.4.1. the chair of the meeting;
 - 8.4.2. at least two of the members present through their Nominated Representative, in person or by proxy; or

- 8.4.3. a person representing at least 10% of the total voting rights of all the members present at the meeting and having the right to vote on the resolution.
- 8.5. A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to its withdrawal.
- 8.6. Polls must be taken immediately and in such manner as the Chair of the meeting directs.

9. Written resolutions

- 9.1. Subject to Article 9.7, any resolution that may be passed validly at a general meeting of the Academy may be passed as a written resolution.
- 9.2. A written resolution may be proposed by the Trustees or by members representing 5% or more of the total voting rights [on written request to the Trustees].
- 9.3. The Trustees must circulate any proposed written resolution to all members, together with:
 - 9.3.1. any accompanying statement;
 - 9.3.2. guidance on how to signify agreement to the resolution; and
 - 9.3.3. the date by which the resolution must be passed if it is not to lapse.
- 9.4. A member signifies agreement to a proposed written resolution when the Academy receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 9.5. Subject to Article 9.6, a written resolution is passed when:
 - 9.5.1. in the case of an Ordinary Resolution, members representing a simple majority of the total voting rights of members have signified their agreement to it; and
 - 9.5.2. in the case of a Special Resolution, members representing not less than 75% of the total voting rights have signified their agreement to it.
- 9.6. A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

9.7. The following may not be passed as a written resolution:

9.7.1. a resolution to remove a Trustee before their period of office expires; and

9.7.2. a resolution to remove an auditor before their period of office expires.

10. Appointment of proxies at General Meetings

10.1. The appointment of a proxy shall be in the form prescribed in the **Regulations**, signed by the appointer or authenticated in such a manner as the Trustees may determine. If a proxy appointment is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the executing person to execute it on the appointer's behalf. The appointment shall be delivered to the Academy in accordance with any instructions contained in the notice of the general meeting to which it relates and at least 24 hours before the meeting to which it relates.

10.2. A member who is entitled to attend, speak and vote 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 Academy by or on behalf of that member. If such a member attends the general meeting in person their proxy appointment shall be automatically terminated.

10.3. An appointment of a proxy may be revoked by delivering to the Academy a notice given by or on behalf of the person by whom or on whose behalf the appointment of proxy was given. 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.

11. The Trustees

11.1. The Trustees have control of the Academy and its property and funds and have responsibilities both as company directors and as charity trustees.

The remit of the Trustees is as follows:

- Governance;
- Finance/Audit/Accounts;
- Risk management;
- Appointment of Chief Executive; and
- To review and, if considered to be in the Academy's best interests, adopt the strategy recommended by the Council, in particular to ensure that it is

in accordance with the charitable objects of the Academy and to oversee the implementation of such a strategy.

- To delegate all matters relating to healthcare issues and the healthcare profession, and in particular to delegate the development and production of appropriate guidance, documents and codes of practice to the Council and to receive copies of all such guidance, documents and codes of practice issued by the Council.

11.2. The Trustees when complete shall normally consist of up to eight [8] individuals comprising:

11.2.1. four [4] appointed Trustees none of whom shall be a current President or Head Officer of a Corporate Member;

11.2.2. two [2] elected Trustees who shall each be a current President or Head Officer of a Corporate Member;

11.2.3. the Independent Clinician Trustee; and

11.2.4. the Chair of Council.

11.3. The four [4] appointed Trustees shall be appointed by the Council by a process set out in the Regulations, which will be based on the principles of openness and transparency and the Nolan Principles. At least two [2] of the appointed Trustees shall not be medically qualified. One of the four [4] appointed Trustees will have an interest in finance. Trustees will be appointed for a term of office of up to three [3] years. This may be renewed for a second term of office of up to a further three [3] years, in accordance with the Regulations.

11.4. The Independent Clinician Trustee will be elected by the members of the Council by a process set out in the Regulations.

11.5. The two [2] elected Trustees will be elected by the members of the Council by a process set out in the Regulations. The term of office of each of these two [2] Trustees will be a maximum of three [3] years and will end when the Trustee is no longer qualified as a Nominated Representative or after three years, whichever is the earlier.

11.6. The Chair of Council will demit office as a Trustee when they demit office as Chair of Council.

- 11.7. No Corporate Member shall have more than one person from its council or equivalent body as a Trustee.
- 11.8. One of the four [4] appointed Trustees will be appointed as Chair of Trustees. The Chair of Trustees's appointment will be for a period of three years. This appointment may be renewed for a further three year term. The appointment will be made by a process set down in the Regulations.
- 11.9. If an appointed Trustee is subsequently appointed as Chair of Trustees, they may serve a maximum of nine [9] years as a Trustee with a maximum of six [6] years as Chair of Trustees.
- 11.10. No member of the Council may serve as a Trustee in any capacity, other than the two [2] elected Trustees who are current Nominated Representatives, the Chair of Council and Independent Clinician Trustee.
- 11.11. Every Trustee after appointment or re-appointment, election or re-election must sign a declaration of eligibility to act as a charity trustee before they may vote at any meeting of the Trustees.
- 11.12. Each Trustee must complete a declaration of interests on an annual basis, which will be made publicly available.
- 11.13. A Trustee's term of office automatically terminates if they:
 - 11.13.1. are disqualified under the Charities Acts from acting as a charity trustee;
 - 11.13.2. are incapable, whether mentally or physically, of managing their own affairs;
 - 11.13.3. subject to Article 11.14, are absent without permission from the Chair of Trustees from two [2] consecutive meetings of the Trustees and the Trustees resolve that their office be vacated;
 - 11.13.4. cease to be eligible to be a Trustee in accordance with these Articles;
 - 11.13.5. resign by written notice to the Trustees (but only if at least five [5] Trustees will remain in office);
 - 11.13.6. are removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or

11.13.7. subject to Article 11.14, are removed by a resolution of the Trustees and either fail to appeal against such resolution or their appeal fails. Appeals will be heard using a process set down in the Regulations.

11.14. Removal of the Chair of Council and or the Independent Clinician Trustee from the office of Trustee under Articles 11.13.3 or 11.13.7 is subject to ratification by the Council and the term of office shall only terminate upon such ratification.

11.15. 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.

12. Trustees' proceedings

12.1. The Trustees must hold at least three [3] meetings each year.

12.2. A quorum at a meeting of the Trustees is five [5] Trustees, and must include at least two [2] appointed Trustees and at least two [2] Trustees who are either elected Trustees or the Chair of Council or the Independent Clinician Trustee.

12.3. It is not permissible for Trustees to send deputies to meetings of the Trustees.

12.4. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees.

12.5. The Trustees may act notwithstanding any vacancy in their body; provided always that in case the number and composition of Trustees shall at any time be reduced below that required for a quorum it shall be lawful for them to act for the purposes of filling vacancies in their body, or summoning a general meeting, but not for any other purpose. When a quorum is not present no vote shall be taken, but the Trustees may discuss matters and make recommendations which shall then be reported to the next full meeting of the Trustees for their decision.

12.6. The Chair of Trustees may at any time or upon a requisition in writing from two [2] Trustees stating the purposes for which the meeting is to be convened, convene a meeting of the Trustees. Seven days' clear notice shall be sent to each of the Trustees.

12.7. The Chair of Trustees shall preside at every meeting of the Trustees at which they shall be present, but if at any meeting they are not present within ten [10] minutes after the time appointed for holding the same, some other Trustee chosen by the Trustees present shall chair the meeting.

12.8. An issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution circulated to all the Trustees and approved by a simple

majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

12.9. Every Trustee has one vote on each issue. The Chair of Trustees does not have a second or casting vote.

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

13. Trustees' powers

The Trustees have the following powers in the administration of the Academy:

13.1. To delegate any of their functions to committees consisting of such persons as the Trustees may think fit. All such committees shall in the exercise of powers so delegated conform to any regulations imposed on them by the Trustees. The meetings and proceedings of all such committees shall be governed by the provisions of these Articles for regulating the meetings and provisions of the Trustees so far as applicable and except where these Articles or any rules of the Trustees otherwise provide. All such committees shall fully report their acts and proceedings to the Trustees as soon as is reasonably practicable.

13.2. To make such Regulations consistent with these Articles and the Act as they think fit and which may concern inter alia proceedings at general meetings, the proceedings of the Trustees and proceedings of committees, the administration of the Academy generally and any other subjects which these Articles provide may be covered by Regulations. All Regulations so made and for the time being in force shall be binding on all the membership and the Trustees shall adopt such means as they think fit to bring the Regulations to the notice of the membership.

13.3. To establish procedures to assist the resolution of disputes or differences within the Academy.

13.4. To exercise any powers of the Academy which are not reserved to a general meeting, with the exception that the Trustees may not dissolve the Council.

14. The Council

14.1. The Academy will have a standing committee known as the Council.

14.2. The membership of the Council will comprise the Nominated Representatives plus the second representative of the RCGP, the Chair of Council, the Independent

Clinician Trustee a lay member and a trainee member [both of whom shall be elected or appointed as the Council shall see fit from time to time]. All members may nominate alternates to attend Council meetings and vote on their behalf.

14.2.1. Subject to Article 14.2.2, all Council members (including the lay member and the trainee member) will have one vote at Council meetings. The Chair of Council will not have a second and casting vote.

14.2.2. The lay member and the trainee member will not be entitled to vote on the elections of a Chair of Council or other officers of the Council in accordance with Articles 14.3 and 14.4 or on any other matter specified in writing by the Council from time to time.

14.3. The Council will elect a Chair of Council who must be either a current or past President or Head Officer of a College or Faculty that is a Corporate Member.

14.4. The Council will also elect one or more Vice-Chairs of Council, who may chair meetings of the Council in the absence of the Chair of Council. A Vice-Chair of Council may be any current member of the Council.

14.5. The Council will elect an Independent Clinician Trustee, who shall become a Trustee, and may elect such other Officers as it thinks fit.

14.6. The period of office for the Chair of Council, Vice-Chairs of Council and any other officers will be set out in the Regulations.

14.7. If a current President or Head Officer is elected as Chair of Council, that Corporate Member may nominate an additional person for membership of the Council, and that person would serve as the Nominated Representative of that Corporate Member.

14.8. The Council may co-opt members and invite observers to meetings as it thinks fit provided that co-options and observers are reviewed on an annual basis.

14.9. The Chair of Trustees will be entitled to attend all or part of meetings of the Council.

14.10. The quorum for meetings of the Council is 50% (or the next highest round number) of the Council's members.

14.11. The Council must meet at least four times a year.

14.12. The Council will prepare a strategy and a workplan for review by the Trustees for each financial year.

14.13. The Council may set up working parties and committees in accordance with the objects of the Academy.

15. Records and Accounts

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

15.1.1. annual returns;

15.1.2. annual reports; and

15.1.3. annual statements of account.

15.2. The Trustees must keep proper records of:

15.2.1. all resolutions of members passed otherwise than at a general meeting;

15.2.2. all proceedings at general meetings;

15.2.3. all proceedings at meetings of the Trustees;

15.2.4. all reports of committees; and

15.2.5. all professional advice obtained.

15.3. The records referred to in Articles 15.2.1, 15.2.2 and 15.2.3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

15.4. Accounting records relating to the Academy must be made available for inspection by any Trustee or member at any time during normal office hours.

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

16. Notices

- 16.1. Notices under these Articles may be sent by hand, by post or by suitable electronic means (including by website) in accordance with the provisions of the Act.
- 16.2. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 16.2.1. 24 hours after being sent by electronic means or delivered by hand to the member's address;
 - 16.2.2. two clear days after being sent by first class post to that address;
 - 16.2.3. three clear days after being sent by second class or overseas post to that address;
 - 16.2.4. on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with the Act);
 - 16.2.5. on the date of publication of a newspaper containing the notice;
 - 16.2.6. on being handed to the person within the membership personally; or, if earlier,
 - 16.2.7. as soon as the person within the membership acknowledges actual receipt.
- 16.3. Notwithstanding any other provisions of these Articles, the Academy may send or supply any document or information to the membership that is required or authorised to be sent or supplied by the Academy under the Act or pursuant to these Articles by making it available on a website to the membership. The relevant provisions of the Act, which apply when documents sent under the Act are made available on a website, shall (with any necessary changes) also apply when any document or information is sent or supplied under these Articles to the membership.
- 16.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 16.5. The provisions of this Article 16 do not apply to notices calling a meeting of the Trustees or any of their committees.

17. Conflicts of interests

- 17.1. Whenever a Trustee has a **personal interest** in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 17.1.1. declare an interest before discussion begins on the matter;
 - 17.1.2. withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 17.1.3. not be counted in the quorum for that part of the meeting;
 - 17.1.4. withdraw during the vote and have no vote on the matter.
- 17.2. If a conflict of interests arises for a Trustee and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 17.2.1. the procedure in Article 17.1 is followed;
 - 17.4.1. the unconflicted Trustees consider it is in the best interests of the Academy to authorise the conflict of interests in the circumstances applying; and
 - 17.4.2. authorisation will not result in any direct or indirect material benefit being conferred on any Trustee or any person connected to a Trustee.
- 17.3. Conflicts of interest which arise in relation to benefits allowed under Article 5 are authorised automatically and need not be separately authorised pursuant to Article 17.2.

18. Indemnity

The Academy shall indemnify any Trustee against any liability incurred by them in that capacity to the extent permitted by Section 232 of the Act.

19. Amendment

These Articles may be amended in accordance with statutory requirements.

20. Limited Liability

The liability of the members is limited.

21. Guarantee

Every member undertakes, if the Academy is dissolved while they or it remains a member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Academy while the contributor was a member.

22. Dissolution

22.1. If the Academy is to be dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 22.1.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Objects;
- 22.1.2. directly for the Objects or for charitable purposes within or similar to the Objects;
- 22.1.3. in such other manner consistent with charitable status as the Commission approves in writing in advance.

22.2. A final report and statement of account must be sent to the Commission and the accounts and records of the Academy must be retained for at least three years from the accounting period they cover.

23 Interpretation

23.1. In these Articles:

"the Academy"	means the company governed by these Articles;
"the Act"	means the Companies Act 2006;
"these Articles"	means these Articles of Association;
"Authenticated Document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Academy (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the

	Academy has no reason to doubt the truth of that statement];
“Chair of Trustees”	means the Chair of the Trustees;
“Chair of Council”	means the Chair of the Council of the Academy;
“the Charities Acts”	means the Charities Acts 1992, 2006 and 2011; “charity trustees” has the meaning prescribed by section 177 of the Charities Act 2011;
“clear days”	means the 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;
“College”	means one of the medical royal colleges of the United Kingdom and Ireland;
“the Commission”	means the Charity Commission for England and Wales;
“Corporate Member”	means any College or Faculty that is a member;
“Faculty”	means a faculty of one or more of the Colleges;
“Head Officer”	means the most senior elected officer of a Corporate Member;
“material benefit”	means a benefit which may or may not be financial but which has a monetary value;
“members” or “membership”	refer to membership of the Academy;
“Nominated Representative”	means an individual who is authorised by a Corporate Member to act on its behalf at meetings of the Academy and fulfils the criteria specified in Article 6.4;
“Ordinary Resolution”	means a resolution that is passed by a simple majority in accordance with Section 282 of the Act;
“personal interest”	does not include (a) an interest held only in a fiduciary capacity [e.g. as a trustee of another charity] or (b) an interest in purchasing trustee indemnity insurance;
“person connected to a Trustee”	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by

	any person falling within paragraphs (a), (b) or (c) [or which is controlled by any two or more such persons when taken together], [e] a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest [or in which two or more such persons, taken together, have a substantial interest];
“properly incurred”	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Academy;
“the RCGP”	means the Royal College of General Practitioners;
“Regulations”	means Regulations made by the Trustees pursuant to Article 13.2;
“Relevant Liability”	means a liability incurred by a Trustee [acting in that capacity] towards a third party, other than liability [a] to pay a criminal fine; [b] to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty [however arising]; [c] for defending criminal proceedings in which they are convicted; [d] for defending civil proceedings in which judgment is given against them; or [e] in connection with an application for relief from the Court [under the Court’s power to relieve from liability in cases of honest and reasonable conduct] in which the Court refuses to grant relief; and for the avoidance of doubt, does not include any liability of the Trustee towards the Academy;
“Special Resolution”	means a resolution passed by a majority of not less than 75% in accordance with Section 283 of the Act;
“taxable trading”	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;
“Trustee”	means a director of the Academy and “Trustees” means all of the directors;
“written” or “in writing”	refers to a legible document on paper or a document which can be printed onto paper including a fax

	message or electronic mail;
“year”	means calendar year.

23.2. Expressions defined in the Act have the same meaning in these Articles.

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

23.4. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, reference to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality. References to the word “include” or “including” are to be construed without limitation.