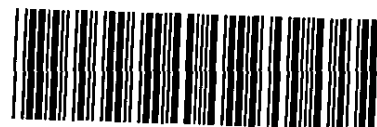


Company number: 3547818  
Charity number: 1086014

**Written special resolution of  
Mac Keith Press ("the Charity")**

**29 March 2018**

WEDNESDAY



A18 \*A77JD0Y2\* #114  
06/06/2018  
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the member of the Charity has proposed of its own initiative that the following resolution is passed as a special resolution:

*It is hereby resolved by way of a special resolution that the draft Articles of Association attached hereto be adopted as the Articles of Association of the Charity with effect from midnight between 31 March 2018 and 1 April 2018 in substitution for, and to the exclusion of the Charity's existing Articles of Association;*

*IT BEING NOTED that the effect of this special resolution will be to remove Scope as the sole member of the Charity and to appoint the directors of the Charity from time to time as the only members of the Charity.*

The undersigned, a person entitled to vote on the resolution above on 29 March 2018, hereby irrevocably agrees to the resolution.

Signed:  (STEVEN MAIDEN, COMPANY SECRETARY)  
For and on behalf of Scope  
Date: **29 MARCH 2018**

1. If you agree with the Resolution, please indicate your agreement by:

**Hand:** by delivering the signed and dated resolution to *Bates Wells Braithwaite LLP, 10 Queen Street Place, London, EC4R 1BE* or Steven Maiden at 6 Market Road, London, N7 9PW;

**Post:** by returning the signed and dated resolution by post to *Bates Wells Braithwaite LLP, 10 Queen Street Place, London, EC4R 1BE* or Steven Maiden at 6 Market Road, London, N7 9PW; or

**Email:** by attaching a scanned copy of the signed and dated resolution to an email and sending it to *a.ogilvie@bwbllp.com*.

2. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
3. Unless, by 26 April 2018, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us on or before this date.
4. (If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.)
5. A copy of this resolution has been sent to the auditors.

ARTICLES OF ASSOCIATION

The Companies Acts 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

Articles of Association

of

Mac Keith Press

*(as adopted by a special resolution passed on ..... 2018)*

**INTERPRETATION**

1. In these Articles the words in the first column of the table below shall bear the meanings set opposite to them in the second column if not inconsistent with the subject or context

**Words**

"the Act"

**Meanings**

The Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"these Articles"

These Articles of Association as originally adopted or from time to time altered

"Auditors"

The Auditors of the Company as provided in the Articles

"the Charity Commission"

The Charity Commission for England and Wales or its successor body

"the Company"	The company intended to be regulated by these Articles
"a Director"	A director of the Company and "Directors" means all the directors (the Directors shall be charity trustees as defined in section 177 of the Charities Act 2011)
"Members"	The Member or Members of the Company for the purposes of the Act
"the Memorandum"	The Memorandum set out in the Annex hereto
"Month"	Calendar month
"the Office"	The Registered Office of the Company
"the Register"	The Register of Members kept pursuant to Section 113 of the Act
"the Seal"	The Common Seal of the Company if it has one
"the Secretary"	Any person appointed to perform the duties of secretary of the Company
"in writing"	Written printed lithographed or photographed or partly one and partly another and other modes of representing or reproducing words in a visible form

**"Year"**

**Calendar year**

Words importing the singular shall include the plural and vice versa Words importing the masculine shall include the feminine Words importing persons shall include corporations

Subject as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these Articles

2. When any provision of the Act is referred to the reference is to such provision as modified or re-enacted by any statute for the time being in force
3. The Memorandum forms part of these Articles

### **MEMBERS**

4. The Members shall be the persons appointed as Directors from time to time who shall have consented in writing to become Members and whose names shall have been entered in the Register
5. The rights and privileges of a Member shall be personal to the Member and shall cease on death
6. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his becoming a Member
7. A Member shall cease to be a Member and his name shall be removed from the Register
- 7.1 if he dies or (in the case of an organisation) ceases to exist

- 7.2 if he ceases to be a Director or
- 7.3 if he otherwise ceases to qualify for membership under the Articles
- 8. Membership of the Company is not transferable

#### **GENERAL MEETINGS**

- 9. The Directors or their Chairman may whenever they or he thinks fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an General Meeting for a date not later than eight weeks after receipt of the requisition If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum any Director or any Member of the Company may call a General Meeting

#### **NOTICE OF GENERAL MEETINGS**

- 10. A General Meeting shall be called by fourteen clear days notice in writing at the least but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the Members
- 11. The notice shall specify the time and place of the meeting and shall be given to all Members and to the Directors and Auditors
- 12. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 13. No business shall be transacted at any General Meeting unless a quorum of Members is present Save as herein otherwise provided one third of the Members or a minimum of two Members present in person shall be a quorum if and for so long as

the Company has only one Member that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum

14. If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present the meeting if convened on the requisition of Members shall be dissolved In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such day time and place as the Chairman of the meeting or the Directors shall appoint and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting the Members present shall be a quorum
15. The Chairman (if any) of the Directors shall preside as Chairman at every General Meeting of the Company or if he shall not be present within fifteen minutes after the time appointed for holding the meeting or shall be unwilling to preside the Vice Chairman (if any) of the Directors shall if present and willing to act preside as Chairman failing which the Members present shall elect one or their number to be Chairman of the meeting
16. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place
17. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is

- 18.1 demanded by the Chairman or
- 18.2 by at least two Members present in person

Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

- 19. A poll shall be taken as the Chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of a poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 20. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll
- 21. No poll may be demanded on the election of a Chairman of a meeting or on any question of adjournment
- 22. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting shall except in the case of a resolution for altering the constitution of the Directors be entitled to a second or casting vote
- 23. A written resolution passed in accordance with the Act shall be as effectual as it is had been passed at a General Meeting duly convened and held and may consist of several documents in the like form each executed by or on behalf of one or more Members

#### **VOTES OF MEMBERS**

24. Every Member shall have one vote to be cast by the Member either personally or by proxy
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive

### **DIRECTORS**

26. Until otherwise determined by a General Meeting the number of Directors shall not be less than three nor more than seven
27. The Directors shall have power at any time from time to time to appoint any person to be a Director but so that
  - 27.1 the total number of Directors shall not exceed the number determined under Article 26 and
  - 27.2 at least two of the Directors shall have expertise in the practice and/or research in a discipline relating to the objects of the Company
28. No person shall be entitled to act as a Director whether on a first or any subsequent entry into office until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles

### **POWERS AND DUTIES OF THE DIRECTORS**

29. Subject to the provisions of the Act and these Articles and to any directions given by special resolution the business of the Company shall be managed by the Directors who may exercise all the powers of the Company No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this article shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is



present may exercise all the powers exercisable by the Directors

- 30. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and assets or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt liability or obligation of the Company or of any third party
- 31. Subject to the provisions of these Articles the Directors may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles
- 32. A Director shall not vote in respect of any contract in which he is interested or any matter arising out of it and if he does so vote his vote shall not be counted.

#### **DISQUALIFICATION OF DIRECTORS**

- 33. The office of a Director shall be vacated
  - 33.1 if he becomes bankrupt or he makes any arrangement or composition with his creditors
  - 33.2 if he is or may be suffering from mental disorder and either
    - 33.2.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960 or
    - 33.2.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver or curator bonis or other person to exercise powers with respect to his property or affairs
  - 33.3 if by notice in writing to the Company he resigns his office
  - 33.4 if he ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office as a company director

- 33.5 if he ceases to hold office by virtue of any provision of the Charities Act 2011 or is prohibited by law from holding office as a charity trustee or a trustee for a charity
- 33.6 if he has been convicted of any offence involving dishonesty or deception
- 33.7 if he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors and they pass a resolution that he has by reason of such absence vacated office
- 33.8 if he is removed from office by ordinary resolution in accordance with the Act

#### **TERM OF OFFICE OF DIRECTORS**

- 34. A Director shall hold office for three years from the date of his appointment at the end of which he shall be eligible for re-appointment for a second term of three years and (where the Directors agree that exceptional circumstances exist where it would be in the best interest of the Company for the Director to continue to serve) for a third term of three years
- 35. The Directors in office immediately prior to the adoption of these Articles shall have commenced their current three year terms from the date of their last appointment

#### **DIRECTORS' EXPENSES**

- 36. The Directors may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration

#### **PROCEEDINGS OF THE DIRECTORS**

- 37. The Directors or any committee of the Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum

shall never be less than two members of the body concerned Such meetings may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants Questions arising at any meeting shall be decided by a majority of votes In the case of an equality of votes the Chairman shall have a second or casting vote

38. The Chairman or Vice-Chairman of the Directors may and on the request of two Directors shall at any time call a meeting of the Directors
39. The Directors for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose
40. The Directors may from time to time elect from amongst their number a Chairman and a Vice-Chairman and may determine for what period they are to hold office The Chairman shall be entitled to preside at all meetings of the Directors at which he shall be present If there shall be no Chairman or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting the Vice-Chairman shall act as Chairman of the meeting and if no Vice-Chairman is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting the Directors present shall choose one of their number to be Chairman of the meeting A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if he shall so long remain a Director A retiring Chairman and Vice-Chairman may be re-elected
41. The Directors may appoint one or more sub-committees consisting of two or more Directors and additional co-opted members whose assistance may be deemed to be of value to the worth of the sub-committee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a sub-committee Provided that all acts and proceedings of any such sub-committees shall be fully and promptly

reported to the Directors

42. All acts bona fide done by any meeting of the Directors or of any committee of the Directors or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
43. The Directors shall cause proper minutes to be made in books provided for the purpose
- 43.1 of all appointments of Directors and officers made by the Directors and
- 43.2 of the names of Directors present at each meeting of the Directors and of any committee of the Directors and
- 43.3 of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of the Directors

and any minutes of any meeting if purporting to be signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated

44. A resolution in writing signed by all the Directors for the time being or of any committee of the Directors entitled to receive notice of a meeting of the Directors or of any such committee of the Directors (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and held The resolution may consist of more than one document in the like form each signed by one or more than one person

#### **SECRETARY**

45. The Secretary shall be appointed by the Directors for such term at such remuneration (if not a Director) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors

46. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as or in place of the Secretary

#### **THE SEAL**

47. The Directors shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf Every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for that purpose

#### **ACCOUNTS**

48. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company carrying on activities of the nature carried on by the Company

#### **ANNUAL REPORT**

49. The Council shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission

#### **ANNUAL RETURN**

50. The Council shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commission

#### **NOTICES**

- 50.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable

journal or newsletter distributed by the Company

50.2 The only address at which a Member is entitled to receive notices is the address shown in the Register

50.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

50.3.1 twenty four hours after being sent by electronic means or delivered by hand to the relevant address

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

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

50.3.4 on the date of publication of a newspaper containing the notice

50.3.5 on being handed to the Member or in the case of a Member organisation its authorised representative personally or if earlier

50.3.6 as soon as the Member acknowledges actual receipt

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

#### **INDEMNITY OF DIRECTORS AND OFFICERS**

52. Subject to the provisions of the Act every Director Auditor Secretary or other officer of the Company shall be entitled to be indemnified against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and no Director Auditor Secretary or other officer of the Company shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto

**ANNEX**  
**Memorandum**

1. The name of the Company is Mac Keith Press
2. The Office of the Company will be situate in England
3. The object for which the Company is established is
  - 3.1 the advancement of the education of the public by the encouragement and promotion of research and the publication and dissemination of the useful results of research in the fields of child development and paediatric neurology
  - 3.2 the relief of disabled people in particular by the provision of information and other assistance to such persons and those who care for them the promotion of public understanding about this disability and the publication and dissemination of information in the fields of child development and paediatric neurology
4. In furtherance of the said object but not further or otherwise the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects)
  - 4.1 To use any form of media and communication including but not limited to printing and publishing any newspaper periodicals books articles or leaflets using films television video and the internet
  - 4.2 To arrange and provide for or join in arranging and providing for the holding of exhibitions meetings lectures classes seminars and training courses
  - 4.3 To make grants of any funds to any charitable organisation or institution and to accept as a good discharge in respect of any such funds the receipt of the treasurer or secretary for the time being of such organisation or institution

- 4.4 To establish and maintain a library and information services for the use of any persons interested in child development and paediatric neurology
- 4.5 To purchase or otherwise acquire and undertake all or such part of the property assets liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations institutions societies or bodies having objects altogether or in part similar to that of the Company
- 4.6 To co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the Company's object or similar available purposes and to exchange information and advice with them
- 4.7 To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Company's object and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Company
- 4.8 Subject to such consents as may be required by law to sell exchange let mortgage dispose of turn to account or otherwise deal with all or any of the property or assets of the Company as may be necessary with a view to the promotion of its object
- 4.9 Subject to such consents as may be required by Law to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company or by the creation and issue of debentures debenture stock or other obligations or securities of any description
- 4.10 To, undertake and execute either gratuitously or otherwise any charitable trust the undertaking and execution whereof shall further the attainment of the Company's object
- 4.11 To invest the monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit and to vary the investment thereof in such manner as may from time to time be determined subject



nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law

- 4.12 To delegate the management of investments to a financial expert but only on terms that
  - 4.12.1 the investment policy is set down in writing for the financial expert by the Directors
  - 4.12.2 every transaction is reported promptly to the Directors
  - 4.12.3 the performance of the investments is reviewed regularly with the Directors
  - 4.12.4 the Directors are entitled to cancel the delegation arrangements at any time
  - 4.12.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt
  - 4.12.7 the financial expert must not do anything outside the powers of the Directors
- 4.13 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.14 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 4.15 To make applications for consent under bye-laws or regulations and other like applications
- 4.16 To set aside funds for special purposes or as reserves against future expenditure
- 4.17 To own and otherwise acquire intellectual property rights of any nature in any material (written or otherwise) published or disseminated (or intended to be published or

disseminated) by the Company and to protect and negotiate any such rights

- 4.18 To establish support act as trustee of or aid in the establishment and support of any charitable associations institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the object of the Company or which shall further its interests or any of them
- 4.19 To make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses widows and other dependants and to provide life health accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them
- 4.20 To provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company
- 4.21 To subscribe to support affiliate become a member of amalgamate with or cooperate with any other charitable organisation institution society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company
- 4.22 To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription (whether or not under deed of covenant) donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds the profits of which are liable to tax otherwise than for carrying out its primary charitable object
- 4.23 To draw make accept endorse discount execute and issue promissory notes bills

cheques and other instruments and to operate bank accounts

- 4.24 To enter into contracts and provide services to or on behalf of other bodies
- 4.25 To pay out of the funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company
- 4.26 To do all such other lawful and charitable things as shall further the attainment of the above objects
- 5. The income and property of the Company shall be applied solely towards the promotion of the object of the Company and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing herein shall prevent any payment in good faith by the Company
  - 5.1 of reasonable and proper remuneration to any Member officer or servant of the Company not being a Director for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member officer or servant of the Company
  - 5.2 of interest at a reasonable rate on money lent by any Member or Director
  - 5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Director
  - 5.4 of fees remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the issued share capital of that company
  - 5.5 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Member or Director for goods or services provided that such Member or Director

was prior to his election or appointment already supplying goods or services to the Company and further that such goods or services are supplied at a price not exceeding the fair market price on normal trade terms and further that such Member or Director shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter

- 5.6 to any Director of reasonable out-of-pocket expenses
- 5.7 of royalties and commission fees to any Director or Member whose research or work furthering the objects of the Company shall be published by the Company
- 5.8 of the usual professional charges for business done by any Director who is a solicitor accountant or other person engaged in a profession or by any partner of his or hers when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion
- 5.9 the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any Director) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any Director) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any Director) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors (or any Director) in its or their capacity as the Directors or Director of the Company and
- 5.10 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance)
- 6. The liability of the Members is limited

7. Every Member undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Company contracted before he 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
8. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred for its charitable purposes to Scope or if Scope itself shall have been wound up or dissolved then to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 of this Memorandum of Association such charitable institution or institutions to be determined by the members of the Company at or before the time of dissolution or in default by the Charity Commissioners if and so far as effect cannot be given to such provision then to some other charitable object
9. The definitions and rules of interpretation set out in Article 1 shall apply to this Memorandum

COMPANY NUMBER: 03547818

CHARITY NUMBER: 1086014

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

MAC KEITH PRESS

Incorporated on 17 April 1998

Articles of association adopted by a special resolution passed on 29 March 2018 and  
effective from 1 April 2018

# ARTICLES OF ASSOCIATION

The Companies Acts 1985 to 2006

## COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association

of

Mac Keith Press

*(as adopted by a special resolution passed on 29 March 2018 and effective from 1 April 2018)*

### INTERPRETATION

1. In these Articles the words in the first column of the table below shall bear the meanings set opposite to them in the second column if not inconsistent with the subject or context

<u>Words</u>	<u>Meanings</u>
"the Act"	The Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force
"these Articles"	These Articles of Association as originally adopted or from time to time altered
"Auditors"	The Auditors of the Company as provided in the Articles
"the Charity Commission"	The Charity Commission for England and Wales or its successor body

"the Company"	The company intended to be regulated by these Articles
"a Director"	A director of the Company and "Directors" means all the directors (the Directors shall be charity trustees as defined in section 177 of the Charities Act 2011)
"Members"	The Member or Members of the Company for the purposes of the Act
"the Memorandum"	The Memorandum set out in the Annex hereto
"Month"	Calendar month
"the Office"	The Registered Office of the Company
"the Register"	The Register of Members kept pursuant to Section 113 of the Act
"the Seal"	The Common Seal of the Company if it has one
"the Secretary"	Any person appointed to perform the duties of secretary of the Company
"in writing"	Written printed lithographed or photographed or partly one and partly another and other modes of representing or reproducing words in a visible form



"Year"

Calendar year

Words importing the singular shall include the plural and vice versa Words importing the masculine shall include the feminine Words importing persons shall include corporations

Subject as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these Articles

2. When any provision of the Act is referred to the reference is to such provision as modified or re-enacted by any statute for the time being in force
3. The Memorandum forms part of these Articles

### **MEMBERS**

4. The Members shall be the persons appointed as Directors from time to time who shall have consented in writing to become Members and whose names shall have been entered in the Register
5. The rights and privileges of a Member shall be personal to the Member and shall cease on death
6. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his becoming a Member
7. A Member shall cease to be a Member and his name shall be removed from the Register
  - 7.1 if he dies or (in the case of an organisation) ceases to exist
  - 7.2 if he ceases to be a Director or

- 7.3 if he otherwise ceases to qualify for membership under the Articles
8. Membership of the Company is not transferable

### **GENERAL MEETINGS**

9. The Directors or their Chairman may whenever they or he thinks fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an General Meeting for a date not later than eight weeks after receipt of the requisition If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum any Director or any Member of the Company may call a General Meeting

### **NOTICE OF GENERAL MEETINGS**

10. A General Meeting shall be called by fourteen clear days notice in writing at the least but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the Members
11. The notice shall specify the time and place of the meeting and shall be given to all Members and to the Directors and Auditors
12. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

### **PROCEEDINGS AT GENERAL MEETINGS**

13. No business shall be transacted at any General Meeting unless a quorum of Members is present Save as herein otherwise provided one third of the Members or a minimum of two Members present in person shall be a quorum if and for so long as the Company has only one Member that Member present in person or by proxy or if

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that Member is a corporation by a duly authorised representative shall be a quorum

14. If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present the meeting if convened on the requisition of Members shall be dissolved In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such day time and place as the Chairman of the meeting or the Directors shall appoint and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting the Members present shall be a quorum
  15. The Chairman (if any) of the Directors shall preside as Chairman at every General Meeting of the Company of if he shall not be present within fifteen minutes after the time appointed for holding the meeting or shall be unwilling to preside the Vice Chairman (if any) of the Directors shall if present and willing to act preside as Chairman failing which the Members present shall elect one or their number to be Chairman of the meeting
  16. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place
  17. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
  18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is
  - 18.1 demanded by the Chairman or
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18.2 by at least two Members present in person

Unless a poll is so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

19. A poll shall be taken as the Chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of a poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
20. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll
21. No poll may be demanded on the election of a Chairman of a meeting or on any question of adjournment
22. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting shall except in the case of a resolution for altering the constitution of the Directors be entitled to a second or casting vote
23. A written resolution passed in accordance with the Act shall be as effectual as it is had been passed at a General Meeting duly convened and held and may consist of several documents in the like form each executed by or on behalf of one or more Members

#### **VOTES OF MEMBERS**

24. Every Member shall have one vote to be cast by the Member either personally or by

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proxy

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive

## **DIRECTORS**

26. Until otherwise determined by a General Meeting the number of Directors shall not be less than three nor more than seven
27. The Directors shall have power at any time from time to time to appoint any person to be a Director but so that
- 27.1 the total number of Directors shall not exceed the number determined under Article 26 and
- 27.2 at least two of the Directors shall have expertise in the practice and/or research in a discipline relating to the objects of the Company
28. No person shall be entitled to act as a Director whether on a first or any subsequent entry into office until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles

## **POWERS AND DUTIES OF THE DIRECTORS**

29. Subject to the provisions of the Act and these Articles and to any directions given by special resolution the business of the Company shall be managed by the Directors who may exercise all the powers of the Company No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this article shall not be limited by any special power given to the Directors by these Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors
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30. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and assets or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt liability or obligation of the Company or of any third party
31. Subject to the provisions of these Articles the Directors may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles
32. A Director shall not vote in respect of any contract in which he is interested or any matter arising out of it and if he does so vote his vote shall not be counted.

#### **DISQUALIFICATION OF DIRECTORS**

33. The office of a Director shall be vacated
  - 33.1 if he becomes bankrupt or he makes any arrangement or composition with his creditors
  - 33.2 if he is or may be suffering from mental disorder and either
    - 33.2.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960 or
    - 33.2.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver or curator bonis or other person to exercise powers with respect to his property or affairs
  - 33.3 if by notice in writing to the Company he resigns his office
  - 33.4 if he ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office as a company director
  - 33.5 if he ceases to hold office by virtue of any provision of the Charities Act 2011 or is

prohibited by law from holding office as a charity trustee or a trustee for a charity

- 33.6 if he has been convicted of any offence involving dishonesty or deception
- 33.7 if he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the Directors and they pass a resolution that he has by reason of such absence vacated office
- 33.8 if he is removed from office by ordinary resolution in accordance with the Act

#### **TERM OF OFFICE OF DIRECTORS**

- 34. A Director shall hold office for three years from the date of his appointment at the end of which he shall be eligible for re-appointment for a second term of three years and (where the Directors agree that exceptional circumstances exist where it would be in the best interest of the Company for the Director to continue to serve) for a third term of three years
- 35. The Directors in office immediately prior to the adoption of these Articles shall have commenced their current three year terms from the date of their last appointment

#### **DIRECTORS' EXPENSES**

- 36. The Directors may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration

#### **PROCEEDINGS OF THE DIRECTORS**

- 37. The Directors or any committee of the Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned Such meetings may be held either in person or by suitable electronic means agreed by the Directors in which

all participants may communicate with all the other participants Questions arising at any meeting shall be decided by a majority of votes In the case of an equality of votes the Chairman shall have a second or casting vote

38. The Chairman or Vice-Chairman of the Directors may and on the request of two Directors shall at any time call a meeting of the Directors
39. The Directors for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose
40. The Directors may from time to time elect from amongst their number a Chairman and a Vice-Chairman and may determine for what period they are to hold office The Chairman shall be entitled to preside at all meetings of the Directors at which he shall be present If there shall be no Chairman or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting the Vice-Chairman shall act as Chairman of the meeting and if no Vice- Chairman is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting the Directors present shall choose one of their number to be Chairman of the meeting A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if he shall so long remain a Director A retiring Chairman and Vice-Chairman may be re- elected
41. The Directors may appoint one or more sub-committees consisting of two or more Directors and additional co-opted members whose assistance may be deemed to be of value to the worth of the sub-committee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a sub-committee Provided that all acts and proceedings of any such sub- committees shall be fully and promptly reported to the Directors



42. All acts bona fide done by any meeting of the Directors or of any committee of the Directors or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote

43. The Directors shall cause proper minutes to be made in books provided for the purpose

43.1 of all appointments of Directors and officers made by the Directors and

43.2 of the names of Directors present at each meeting of the Directors and of any committee of the Directors and

43.3 of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of the Directors

and any minutes of any meeting if purporting to be signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated

44. A resolution in writing signed by all the Directors for the time being or of any committee of the Directors entitled to receive notice of a meeting of the Directors or of any such committee of the Directors (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and held The resolution may consist of more than one document in the like form each signed by one or more than one person

#### **SECRETARY**

45. The Secretary shall be appointed by the Directors for such term at such remuneration (if not a Director) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors

46. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the

same person acting both as a Director and as or in place of the Secretary

### **THE SEAL**

47. The Directors shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for that purpose.

### **ACCOUNTS**

48. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company carrying on activities of the nature carried on by the Company.

### **ANNUAL REPORT**

49. The Council shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

### **ANNUAL RETURN**

50. The Council shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commission.

### **NOTICES**

- 50.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or newsletter distributed by the Company.

- 50.2 The only address at which a Member is entitled to receive notices is the address shown in the Register
- 50.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 50.3.1 twenty four hours after being sent by electronic means or delivered by hand to the relevant address
- 50.3.2 two clear days after being sent by first class post to that address
- 50.3.3 three clear days after being sent by second class or overseas post to that address
- 50.3.4 on the date of publication of a newspaper containing the notice
- 50.3.5 on being handed to the Member or in the case of a Member organisation its authorised representative personally or if earlier
- 50.3.6 as soon as the Member acknowledges actual receipt
51. A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

#### **INDEMNITY OF DIRECTORS AND OFFICERS**

52. Subject to the provisions of the Act every Director Auditor Secretary or other officer of the Company shall be entitled to be indemnified against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and no Director Auditor Secretary or other officer of the Company shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto

## **ANNEX**

### **Memorandum**

1. The name of the Company is Mac Keith Press
2. The Office of the Company will be situate in England
3. The object for which the Company is established is
  - 3.1 the advancement of the education of the public by the encouragement and promotion of research and the publication and dissemination of the useful results of research in the fields of child development and paediatric neurology
  - 3.2 the relief of disabled people in particular by the provision of information and other assistance to such persons and those who care for them the promotion of public understanding about this disability and the publication and dissemination of information in the fields of child development and paediatric neurology
4. In furtherance of the said object but not further or otherwise the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects)
  - 4.1 To use any form of media and communication including but not limited to printing and publishing any newspaper periodicals books articles or leaflets using films television video and the internet
  - 4.2 To arrange and provide for or join in arranging and providing for the holding of exhibitions meetings lectures classes seminars and training courses
  - 4.3 To make grants of any funds to any charitable organisation or institution and to accept as a good discharge in respect of any such funds the receipt of the treasurer or secretary for the time being of such organisation or institution

- 4.4 To establish and maintain a library and information services for the use of any persons interested in child development and paediatric neurology
- 4.5 To purchase or otherwise acquire and undertake all or such part of the property assets liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations institutions societies or bodies having objects altogether or in part similar to that of the Company
- 4.6 To co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the Company's object or similar available purposes and to exchange information and advice with them
- 4.7 To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Company's object and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Company
- 4.8 Subject to such consents as may be required by law to sell exchange let mortgage dispose of turn to account or otherwise deal with all or any of the property or assets of the Company as may be necessary with a view to the promotion of its object
- 4.9 Subject to such consents as may be required by Law to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company or by the creation and issue of debentures debenture stock or other obligations or securities of any description
- 4.10 To, undertake and execute either gratuitously or otherwise any charitable trust the undertaking and execution whereof shall further the attainment of the Company's object
- 4.11 To invest the monies of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit and to vary the investment thereof in such manner as may from time to time be determined subject

nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law

4.12 To delegate the management of investments to a financial expert but only on terms that

4.12.1 the investment policy is set down in writing for the financial expert by the Directors

4.12.2 every transaction is reported promptly to the Directors

4.12.3 the performance of the investments is reviewed regularly with the Directors

4.12.4 the Directors are entitled to cancel the delegation arrangements at any time

4.12.5 the investment policy and the delegation arrangement are reviewed at least once a year

4.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt

4.12.7 the financial expert must not do anything outside the powers of the Directors

4.13 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required

4.14 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required

4.15 To make applications for consent under bye-laws or regulations and other like applications

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

4.17 To own and otherwise acquire intellectual property rights of any nature in any material (written or otherwise) published or disseminated (or intended to be published or

disseminated) by the Company and to protect and negotiate any such rights

- 4.18 To establish support act as trustee of or aid in the establishment and support of any charitable associations institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the object of the Company or which shall further its interests or any of them
- 4.19 To make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses widows and other dependants and to provide life health accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them
- 4.20 To provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company
- 4.21 To subscribe to support affiliate become a member of amalgamate with or cooperate with any other charitable organisation institution society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company
- 4.22 To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription (whether or not under deed of covenant) donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds the profits of which are liable to tax otherwise than for carrying out its primary charitable object
- 4.23 To draw make accept endorse discount execute and issue promissory notes bills

cheques and other instruments and to operate bank accounts

4.24 To enter into contracts and provide services to or on behalf of other bodies

4.25 To pay out of the funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company

4.26 To do all such other lawful and charitable things as shall further the attainment of the above objects

5. The income and property of the Company shall be applied solely towards the promotion of the object of the Company and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing herein shall prevent any payment in good faith by the Company

5.1 of reasonable and proper remuneration to any Member officer or servant of the Company not being a Director for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member officer or servant of the Company

5.2 of interest at a reasonable rate on money lent by any Member or Director

5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Director

5.4 of fees remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the issued share capital of that company

5.5 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Member or Director for goods or services provided that such Member or Director



was prior to his election or appointment already supplying goods or services to the Company and further that such goods or services are supplied at a price not exceeding the fair market price on normal trade terms and further that such Member or Director shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter

- 5.6 to any Director of reasonable out-of-pocket expenses
- 5.7 of royalties and commission fees to any Director or Member whose research or work furthering the objects of the Company shall be published by the Company
- 5.8 of the usual professional charges for business done by any Director who is a solicitor accountant or other person engaged in a profession or by any partner of his or hers when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion
- 5.9 the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any Director) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors (or any Director) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any Director) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors (or any Director) in its or their capacity as the Directors or Director of the Company and
- 5.10 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance)
- 6. The liability of the Members is limited

7. Every Member undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Company contracted before he 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
8. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred for its charitable purposes to Scope or if Scope itself shall have been wound up or dissolved then to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 of this Memorandum of Association such charitable institution or institutions to be determined by the members of the Company at or before the time of dissolution or in default by the Charity Commissioners if and so far as effect cannot be given to such provision then to some other charitable object
9. The definitions and rules of interpretation set out in Article 1 shall apply to this Memorandum