

**Company Number: 09273983**

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF  
UNITED KINGDOM PRIMARY IMMUNODEFICIENCY NETWORK**

1       **NAME**

The name of the company is **United Kingdom Primary Immunodeficiency Network** (the “Charity”).

2       **REGISTERED OFFICE**

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

3       **OBJECTS**

3.1     The Objects of the Charity are, for the public benefit:

3.1.1   the advancement of health in particular among those with primary immunodeficiency disorders (“**PID**”) and related disorders and in particular but without limitation by:

- (a)     developing best-practice approaches to diagnosis and management of PID and related disorders;
- (b)     developing clinical guidelines by means of setting consensus standards based upon agreed UK best practice;
- (c)     establishing and maintaining a national patients registry; and

3.1.2   the advancement of education in PID and related subjects including disorders of innate and antigen-specific immunity, in particular but without limitation by promoting improved understanding of PID and related disorders among healthcare professionals, students and the public; and

3.1.3   the support and advancement of clinical immunology through education, research, and clinical practice for the benefit of healthcare professionals, the public and patients.

3.2     This provision may be amended by special resolution but only with the prior written consent of the Commission.

4       **POWERS**

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

4.1.1   promoting and developing the UK Primary Immunodeficiency Registry (including encouraging collaboration with the linked European Society for Immune Deficiency (ESID) Registry) and promoting and developing an accreditation scheme for professionals with expertise in PID and related disorders;

4.1.2   providing bursaries, scholarships and other support to students and those studying or researching PID and related subjects;

- 4.1.3 to provide advice or information and to liaise with patient representative groups to ensure effective patient input into PID speciality development and service delivery;
- 4.1.4 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
- 4.1.5 to facilitate, support and carry out research on PID and related disorders including relating to the national patients registry referred to at Article 3.1.1(c) and to publish and distribute the useful results;
- 4.1.6 to co-operate with other bodies including developing appropriate relationships with government, commissioners and related professional bodies both nationally and internationally to include, but not restricted to: Royal College of Pathologists, Royal College of Physicians , Association of Clinical Pathologists, British Society for Immunology (BSI), British Society of Allergy & Immunology (BSACI), European Society for Immune deficiency (ESID), American Association for Asthma, Allergy and Immunology (AAAAI);
- 4.1.7 to support, administer or set up other charities and to act as trustee of any charity whether established by the Charity or otherwise;
- 4.1.8 to accept gifts and to raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution;
- 4.1.9 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.10 to acquire or hire property of any kind;
- 4.1.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.12 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.1.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;

- 4.1.15 to delegate the management of investments to a financial expert, but only on terms that:
- 4.1.16 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.1.17 timely reports of all transactions are provided to the Trustees;
  - 4.1.18 the performance of the investments is reviewed regularly with the Trustees;
  - 4.1.19 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.1.20 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.1.21 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 Trustees on receipt; and
  - 4.1.22 the financial expert must not do anything outside the powers of the Charity;
- 4.1.23 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.1.24 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.1.25 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.26 subject to Article 8.4, to employ paid or unpaid agents, staff or advisers;
- 4.1.27 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.28 to establish or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.1.29 to pay the costs of forming the Charity; and
- 4.1.30 to do anything else within the law which promotes, helps to promote or is incidental to the promotion of the Objects.

## **5 THE TRUSTEES**

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.

- 5.2 The Trustees are those trustees in office at the date of adoption of these Articles or as subsequently appointed by the Member.
- 5.3 The Trustees shall consist of at least three and not more than fifteen people appointed by the Member.
- 5.4 The Member shall appoint, and may likewise remove, a Trustee by serving on the Charity a notice in writing that is signed by its authorised representative.
- 5.5 A Trustee may not act as a Trustee unless he or she:
- 5.5.1 is over the age of 18; and
  - 5.5.2 has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.6 A Trustee's term of office as such automatically terminates if:
- 5.6.1 he or she dies;
  - 5.6.2 he or she is disqualified under the Charities Act from acting as a charity trustee;
  - 5.6.3 he or she is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
  - 5.6.4 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 5.6.5 he or she is removed by the Member in accordance with Article 5.3;
  - 5.6.6 at least 75% of the other Trustees consider his or her continued Trusteeship is not in the interests of the Charity and, having met to consider the views of the Trustee in question (having given the Trustee in question reasonable opportunity to present his or her views), resolve that his or her Trusteeship shall be terminated.
- 5.7 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.

## **6 TRUSTEES' PROCEEDINGS**

- 6.1 The Trustees must hold at least two meetings each year.

- 6.2 The Chair may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 6.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 6.4 A quorum at a meeting of the Trustees is at least two or one third of the Trustees (if greater), excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 8.6.
- 6.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 6.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing or in electronic form agreed by a 75% majority of the Trustees, or a committee of them, entitled to receive notice of a meeting and to vote upon the resolution (other than any Conflicted Trustee who has not been authorised to participate in discussions or vote under Article 8.6) is as valid and effectual as a resolution passed at a meeting duly convened and held, provided that:
- 6.7.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 6.7.2 75% majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 6.8 A resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Trustees has signified their agreement.
- 6.9 Every Trustee has one vote on each issue but, in case of equality of votes, the person appointed under Article 6.6 to preside at the meeting has a second or casting vote.
- 6.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **7 TRUSTEES' POWERS**

- 7.1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 7.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
- 7.1.2 to appoint a Chair, a Treasurer and any honorary officers from among their number;
- 7.1.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 7.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them or to a chief executive. At least one member of every committee must be a Trustee. Minutes of all proceedings of committees and reports on the activities of any chief executive must be presented promptly to the Trustees;
- 7.1.5 to authorise work to be carried out on behalf of the Charity by working groups consisting of one or more individuals appointed by them within written terms of reference, provided that the output of such working groups must be reported promptly back to the Trustees;
- 7.1.6 to make standing orders consistent with these Articles and the Companies Act to govern proceedings at general meetings;
- 7.1.7 to make rules consistent with these Articles and the Companies Act to govern their proceedings, proceedings of committees and proceedings of working groups;
- 7.1.8 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 7.1.9 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 7.1.10 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Member.

## **8 BENEFITS AND CONFLICTS**

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Member but Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.
- 8.2 Subject to compliance with Article 8.5:
  - 8.2.1 Members (being Trustees) and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

- 8.2.2 Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 8.2.3 Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 8.3 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 8.3.1 as mentioned in Articles 8.1 or 8.4;
  - 8.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 8.3.3 the benefit of indemnity insurance as permitted by the Charities Act;
  - 8.3.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 8.3.5 payment to any company in which a Trustee or a Connected Person has no more than a one per cent. shareholding; or
  - 8.3.6 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Companies Act, to the approval or affirmation of the Members).
- 8.4 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.3.6, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act (stating the maximum benefit to be paid), to supply goods or services in return for a payment or other material benefit but only if:
  - 8.4.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 8.4.2 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 8.5; and
  - 8.4.3 less than one half of the Trustees are subject to such a contract in any financial year.
- 8.5 Subject to Clause 8.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:



- 8.5.1 declare the nature and extent of his or her interest annually, in accordance with such rules as the Trustees may issue for this purpose, and before discussion begins on any related matter;
  - 8.5.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 8.5.3 not be counted in the quorum for that part of the meeting; and
  - 8.5.4 be absent during the vote and have no vote on the matter.
- 8.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 8.6.1 continue to participate in discussions leading to the making of a decision and to vote; or
  - 8.6.2 disclose to a third party information confidential to the Charity; or
  - 8.6.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
  - 8.6.4 refrain from taking any step required to remove the conflict.
- 8.7 This provision may be amended by special resolution but, where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, only with the prior written consent of the Commission.
- 8.8 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 8.5 and then withholds such confidential information from the Charity.

## 9 RECORDS AND ACCOUNTS

- 9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 9.1.1 annual returns;

- 9.1.2 annual reports; and
  - 9.1.3 annual statements of account.
- 9.2 The Trustees must also keep records of:
  - 9.2.1 all proceedings at meetings of the Trustees;
  - 9.2.2 all resolutions in writing;
  - 9.2.3 all reports of committees; and
  - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## 10 **MEMBERSHIP**

- 10.1 The sole member of the Company shall be the British Society for Immunology company number 03005933 and charity number 1043255.
- 10.2 The Charity must maintain a register of Members.
- 10.3 Membership is not transferable.

## 11 **GENERAL MEETINGS**

- 11.1 Subject to the provisions of the Companies Act, the Charity shall dispense with the holding of general meetings. The Charity shall pass resolutions by means of written resolutions pursuant to the Companies Act.
- 11.2 The Member shall appoint an authorised representative to act on its behalf and any resolution signed by the representative shall constitute a resolution of the Member.
- 11.3 Where the Act requires or the Member requests a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the calling and holding of meetings for private companies limited by guarantee shall apply.

**12 LIMITED LIABILITY**

- 12.1 The liability of the Member is limited.

**13 GUARANTEE**

- 13.1 The Member promises, if the Charity is dissolved while they remain a Member or within one year after it ceases to be a Member, to pay up to £1 towards:

- 13.1.1 payment of those debts and liabilities of the Charity incurred before it ceased to be a Member;
- 13.1.2 payment of the costs, charges and expenses of winding up; and
- 13.1.3 the adjustment of rights of contributors among themselves.

**14 COMMUNICATIONS**

- 14.1 Notices and other documents to be served on the Member or Trustees under the Articles or the Companies Act may be served:

- 14.1.1 by hand;
- 14.1.2 by post;
- 14.1.3 by suitable electronic means; or
- 14.1.4 through publication in the Charity's newsletter; or
- 14.1.5 on the Charity's website.

- 14.2 The only address at which the Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

- 14.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

- 14.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- 14.3.2 two clear days after being sent by first class post to that address;
- 14.3.3 three clear days after being sent by second class or overseas post to that address;
- 14.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 14.3.5 as soon as the recipient acknowledges actual receipt.

- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 15 **EXCLUSION OF MODEL ARTICLES**

- 15.1 Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded save to the extent referred to in Article 11.1.

## 16 **INDEMNITY**

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

- 16.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.

- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:

16.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or

16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

## 17 **DISSOLUTION**

- 17.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

- 17.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

## 18 INTERPRETATION

- 18.1 In the Articles expressions not otherwise defined which are defined in the Companies Act have the same meaning
- 18.2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.3 In these Articles unless the context indicates another meaning:

<b>‘the Articles’</b>	means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
<b>‘Chair’</b>	means the chair of the Trustees;
<b>‘the Charity’</b>	means the company governed by the Articles;
<b>‘the Charities Act’</b>	means the Charities Acts 1992 to 2011;
<b>‘charity trustee’</b>	has the meaning prescribed by the Charities Act;
<b>‘clear day’</b>	does not include the day on which notice is given or the day of the meeting or other event;
<b>‘the Commission’</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>‘the Companies Act’</b>	means the Companies Acts 1985 to 2006;
<b>‘Conflicted Trustee’</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>‘Connected Person’</b>	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than one per cent of the voting rights;

<b>‘constitution’</b>	means the Memorandum and the Articles and any special resolutions relating to them;
<b>‘custodian’</b>	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
<b>‘electronic means’</b>	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone, conference call or video conference;
<b>‘financial expert’</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>‘financial year’</b>	means the Charity’s financial year;
<b>‘indemnity insurance’</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>‘material benefit’</b>	means a benefit, direct or indirect, which may not be financial but has a monetary value;
<b>‘Member’</b>	means the British Society for Immunology (Charity Number 1043255);
<b>‘Memorandum’</b>	means the Charity’s Memorandum of Association;
<b>‘month’</b>	means calendar month;
<b>‘nominee company’</b>	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
<b>‘the Objects’</b>	means the Objects of the Charity as defined in Article 3;
<b>‘ordinary resolution’</b>	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
<b>‘resolution in writing’</b>	means a written resolution of the Trustees;
<b>‘Secretary’</b>	means a company secretary;

<b>‘special resolution’</b>	means a resolution agreed by a 75% majority of the Members present and voting at a general meeting, provided that the text of the special resolution has been included in the notice of the general meeting, or in the case of a written resolution by Members who together hold 75% of the voting power.
<b>‘taxable trading’</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
<b>‘Treasurer’</b>	means the treasurer of the Charity;
<b>‘Trustee’</b>	means a director of the Charity and Trustees’ means the directors;
<b>‘written’ or ‘in writing’</b>	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
<b>‘written resolution’</b>	refers to an ordinary or a special resolution which is in writing; and
<b>‘year’</b>	means calendar year.

**PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

Memorandum of Association of

United Kingdom Primary Immunodeficiency Network

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Dr MATTHEW SCOTT BUCKLAND	Dr MATTHEW SCOTT BUCKLAND
Dr JOHN DAVID MOORE EDGAR	Dr JOHN DAVID MOORE EDGAR
Dr DINAKANTHA SURAMYA KUMARARATNE	Dr DINAKANTHA SURAMYA KUMARARATNE

Dated 21/10/2014