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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **11452834**

The Registrar of Companies for England and Wales, hereby certifies that

GYNAECOLOGISTS INDEMNITY SCHEME LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **6th July 2018**



* N11452834F *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **06/07/2018**

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*Company Name in
full:*

GYNAECOLOGISTS INDEMNITY SCHEME LIMITED

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**BLenheim HOUSE 1-2 BRIDGE STREET
GUILDFORD
SURREY
UNITED KINGDOM GU1 4RY**

Sic Codes:

74909

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **MR IAIN**

Surname: **JAMIESON**

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/10/1966** *Nationality:* **BRITISH**

Occupation: **CHIEF
OPERATING
OFFICER**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR IAIN JAMIESON**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1966** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, 75% or more of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **IAIN JAMIESON**

Address **BLenheim HOUSE 1-2 BRIDGE STREET
GUILDFORD
SURREY
GU1 4RY**

Amount Guaranteed **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Gynaecologists Indemnity Scheme Limited

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
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Mr Iain Jamieson	Mr Iain Jamieson
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Dated 6/7/2018

Articles of Association
Gynaecologists Indemnity Scheme Limited (the Company)

A Company Limited by Guarantee Not Having a Share Capital

1 INTERPRETATION

1.1 In these articles:

Chairman means the chairman of the Board of Directors, chosen in accordance with these Articles;

Clear days means in relation to the period of notice for meetings, that period specified, excluding the day on which the notice was given and the day on which the meeting is to take place;

Companies Acts means all statutes (including orders, regulations and other subordinate legislation) from time to time in force that affect companies in so far as they apply to the Company;

Director means a person appointed to be director of the Company constituted in accordance with these Articles;

The Board of Directors means the board of directors of the Company constituted in accordance with these Articles;

Executive Director means a person who is a Director and who is also retained by the Company to oversee and be responsible for the administration, operations and management of the Company and is recorded as such in the register of Directors;

Non-executive Director means a person who is a Director of the Company, but who is not directly involved in the administration, operations and management of the Company and is recorded as such in the register of Directors;

Member means a person accepted as a member of the Company in accordance with these Articles;

President means the President of the Company, chosen in accordance with these Articles;

Registered Address(es) means in respect of the Company, its current business address and/or e-mail or other address for the purpose of electronic communication from time to time notified to the members and Directors of the Company, in respect of a member or a Director of the Company, his current residential, professional or business address and/or his e-mail or other address for the purpose of electronic communication from time to time notified to the Company;

United Kingdom means Great Britain and Northern Ireland

Unless the context otherwise requires:

The masculine shall include the feminine, and

The word 'body' shall be given the widest interpretation and shall include any firm, company, business, association or partnership.

2 OBJECTS AND POWERS OF THE COMPANY

2.1 The objects for which the Company is established are as set out below in this paragraph and shall be carried out in the manner provided in these Articles:

2.1.1 To arrange, provide or procure insurance and other services to ensure indemnity for members in relation to their professional activities as medical practitioners engaged in gynaecology;

2.1.2 To purchase, procure or provide appropriate advice or assistance for members on matters relating to claims, disciplinary and other matters;

2.1.3 To promote the interests of the Company members generally;

2.1.4 To promote high standards of professional, medical practice among the members;

2.1.5 To take financial measures to protect the interests of the Company and its members;

2.1.6 To promote legislative measures liable to benefit members of the Company;

2.1.7 To provide or procure advice to members relating to their business affairs;

2.1.8 To purchase expertise in data management, claims handling and risk management and other services for the benefit of the members;

2.1.9 To remunerate those providing services to the Company and its members, including its directors;

2.1.10 To enter into partnerships or joint ventures etc. with any person or body for the promotion of the interests of the Company and its members;

2.1.11 To carry on any business which can in the opinion of the Board of Directors be advantageously carried on in connection with any of the objects of the Company;

2.1.12 To borrow or raise money, invest money or purchase property; and

2.1.13 To do all things incidental and beneficial for the objects of the Company

The income and property of the Company shall be applied solely towards the promotion of the objects of the Company.

3 LIABILITY OF MEMBERS, NO DIVIDENDS PAYABLE

3.1 Each member undertakes to contribute to the assets of the Company, if the Company should be wound up while he is a member or within one year after he ceases to be a member, for the payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding the Company up and for the adjustment of the rights of the contributories among themselves. The contribution of each member is limited to the sum of £1.

3.2 No dividends shall be paid to the members of the Company.

4 MEMBERS

- 4.1 Any person domiciled in the United Kingdom or in the Republic of Ireland holding the qualification of medical practitioner and practising, teaching or training within the specialty of gynaecology shall be eligible to apply to be a member of the Company. The conditions for membership of the Company shall be determined and laid down by the Board of Directors, who, amongst other things, can specify other categories of persons eligible for membership of the Company.
- 4.2 The power to admit persons to the membership of the Company shall reside with the Board of Directors. This power can be delegated by them to such other person or body as they see fit.
- 4.3 In order to be considered for membership of the Company, an applicant shall complete and submit an application form. If accepted as a member, the applicant will be admitted to membership of the Company and will be entered in the register of members.
- 4.4 In its absolute discretion, the Board of Directors can suspend or terminate a member's membership of the Company with immediate effect on giving notice in writing to the member.
- 4.5 Membership is personal to the member and is not transferable and will cease on the death of the member.
- 4.6 If a member is erased from the register of medical practitioners of the General Medical Council, then he will with immediate effect cease to be a member of the Company and to enjoy the general benefits of membership
- 4.7 Each member shall supply to the Company his current residential, professional or business address together with his e-mail or other address for the purpose of electronic communication. These addresses shall be entered in the register of members as the member's Registered Addresses. Every member shall, on request, supply such other information as the Company may from time to time require.
- 4.8 A member may withdraw from membership by giving notice to the Company. However, he will have no right to a refund of any of the fees and subscriptions that have been paid or that are due from him.

5 FEES AND SUBSCRIPTIONS

- 5.1 The Board of Directors shall have the power to set the level of the members' annual subscription to the Company.
- 5.2 Every member shall pay to the required nominated insurance broker of the Company an annual fee, which will represent the cost of their insurance premium, their subscription to the Company and the cost of the annual provision of medico-legal and risk management services provided to the members of the Company.

6 GENERAL MEETINGS

- 6.1 The Board of Directors shall convene annual general meetings in accordance with the Companies Acts and may call extraordinary general meetings, whenever they think it is appropriate.
- 6.2 Extraordinary general meetings can be called by the Board of Directors or by a request in writing and signed by at least one third of members. On such a request being received from the members, the extraordinary general meeting shall be held not later than six weeks after the receipt of the request. An annual general meeting or an extraordinary general meeting shall be called by the giving of at least 21 clear days' notice.
- 6.3 Notice for all general meetings, including adjourned meetings (if written notice is necessary), shall be given in writing and sent by first-class post or by electronic communication to each member.
- 6.4 The notice shall specify:
 - 6.4.1 whether the meeting is an annual general meeting or an extraordinary general meeting;
 - 6.4.2 the date, time and place where the meeting is to be held; and
 - 6.4.3 the general nature of the business that is to be transacted;
- 6.5 The accidental failure to give notice of a meeting to any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 6.6 An annual general meeting or an extraordinary general meeting will be quorate, provided that a majority of the Directors are present. If a quorum is not present, then no business can be transacted and the meeting will be adjourned.
- 6.7 All general meetings shall be presided over by the Chairman of the Board of Directors or by such other member of the Board of Directors as the Chairman shall nominate.
- 6.8 The chairman of the meeting may adjourn a meeting, as he sees fit. When a meeting is adjourned for fourteen days or more, then at least seven clear days' notice shall be given for the resumption of the meeting. Otherwise, it will be sufficient for the chairman of the meeting to declare the date, time and place of the adjourned meeting at the general meeting and it will not be necessary to give written notice. No business can be transacted at an adjourned general meeting other than what would have been transacted at the original meeting.
- 6.9 Each member shall be entitled to attend, to speak at and to vote at any general meeting. The Directors may attend and speak at general meetings, whether they are members or not.
- 6.10 Each member will have one vote, but to exercise this vote, a member must be present in person at the general meeting. It is not permitted for a member to exercise his vote by proxy.
- 6.11 All resolutions will be determined by a show of hands, unless a poll is requested. A poll may be requested by the chairman of the meeting or by at least five members present at the meeting. The poll shall be taken immediately and in such manner as the chairman of the meeting considers appropriate. The result of the poll shall be considered to be the resolution of the meeting at which the poll was requested.

- 6.12 Unless a poll is requested, a declaration by the chairman of the meeting that a resolution has been carried or not and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact.
- 6.13 If the votes cast for and against a particular resolution are equal, whether in a poll or on a show of hands, then the chairman of the meeting shall have the casting vote in addition to any other vote he may have.

7 THE BOARD OF DIRECTORS

- 7.1 The control of the Company shall be vested in the Board of Directors, who will exercise all the powers of the Company and manage the business of the Company.
- 7.2 The Board of Directors shall comprise not less than one Director.
- 7.3 Any person who is willing to act as a Director of the Company and is permitted by law to do so may stand for election at an annual general meeting.
- 7.4 A new Director may be co-opted to the Board of Directors pending a vote for his election at the next annual general meeting. Until that annual general meeting, he shall be treated as a duly elected Director, notwithstanding the fact that his appointment may not be approved by the members of the Company at the subsequent annual general meeting. Once elected or co-opted to the Board of Directors, the name of the Director will be entered in the register of Directors, recording the date of his election or co-option and whether he is an Executive or a Non-executive Director.
- 7.5 The Board of Directors may delegate any of its powers to a committee or to such person or body as it considers appropriate. This delegation can be subject to such conditions as the Board of Directors considers appropriate. The Board of Directors may grant the right to sub-delegate. Such delegations of their powers can be withdrawn or altered at any time.
- 7.6 The Board of Directors may appoint a Chief Executive and may terminate his or her appointment.
- 7.7 The Board of Directors may enter into contracts or arrangements to secure legal and claims handling services, insurance and indemnity for the members of the Company in respect of their work as gynaecologists and may negotiate on behalf of the members through the Company's nominated insurance broker the terms of such legal and claims handling services, insurance and indemnity.
- 7.8 The Board of Directors may enter into contracts to do whatever is expedient for the Company.

8 RETIREMENT AND DISQUALIFICATION OF DIRECTORS, APPOINTMENT AND RETIREMENT OF CHAIRMAN AND PRESIDENT

- 8.1 A Non-executive Director may hold his office on the Board of Directors for a term of three years. If he is co-opted onto the Board of Directors pending approval of his appointment at an annual general meeting, his term shall run from the date of that co-option. At the end of his term, if he so desires, he may seek re-election to the Board of Directors for a further

three year term However, he cannot be a Director for more than two terms of three years consecutively. At the end of his second term, he must retire from the Board of Directors. He may then, if he so wishes seek re-election to the Board of Directors after the lapse of a minimum of one year. No Executive Director shall be subject to this retirement stipulation. This retirement stipulation is modified in relation to the Chairman and the President in paragraphs 8.2 and 8.3 below.

- 8.2 The Board of Directors shall appoint one of their number, who is a Non-executive Director, to be Chairman of the Board of Directors for one term of three years. If in the course of his term as Chairman, he would otherwise be required to retire from the Board of Directors, having served six consecutive years, he need not retire. Instead, he shall be permitted to continue as Chairman and Director, until he has served his full three year term as Chairman. At the end of that term, he shall retire, unless he is appointed President, in which case paragraph 8.3 will apply. However, if he retires from the Board of Directors at end of his term as Chairman, he may then, if he so wishes, seek re-election to the Board of Directors after the lapse of a minimum of one year.
- 8.3 The Board of Directors may appoint one of their number, who is a Non-executive Director, to be President for a term of three years. The President shall fulfil any duties that the Board of Directors request of him. If he so wishes and is asked by the Board of Directors, he can be appointed for such further three year terms as the Board of Directors considers appropriate. Though a Director, the President will not be subject to the retirement stipulation at paragraph 8.1, save that when his term or terms as President comes or come to an end, he will retire from the Board of Directors. He may then, if he so wishes, seek re-election to the Board of Directors after the lapse of a minimum of one year.
- 8.4 A Director shall vacate his office:
- 8.4.1 if he ceases to be eligible to act as a Director under the provisions of the Companies Acts or he becomes prohibited by law from being a Director; or
- 8.4.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 8.4.3 if he is or may be suffering from any mental disorder and either:
- (a) 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 1984, or in Northern Ireland, an application for admission under the Mental Health (Northern Ireland) Order 1986; or
 - (b) 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, curator boniss or other person to exercise powers with respect to his property or affairs; or
- 8.4.4 if he resigns his office by notice to the Board of Directors; or
- 8.4.5 if he ceases to be domiciled in the United Kingdom or the Republic of Ireland; or

8.4.6 if the Board of Directors so resolves.

8.4.7 For the avoidance of doubt, this paragraph applies to all Directors, including the Chairman and any President that may be appointed.

9 REIMBURSEMENT AND REMUNERATION OF DIRECTORS

9.1 Directors shall be entitled to be reimbursed for any reasonable expenses incurred in connection with their attendance at meetings of the Board of Directors or at general meetings or otherwise in the discharge of their duties.

9.2 The Directors may also be paid out of the funds of the Company by way of remuneration at such rates as the Board of Directors consider appropriate.

10 PROCEEDINGS OF THE BOARD OF DIRECTORS

10.1 Subject to the provisions of the Memorandum of Association of the Company, these Articles and the provisions of the Companies Acts, the Board of Directors may regulate its proceedings as it sees fit.

10.2 Meetings of the Board of Directors may be called by the Chairman at such specified interval as he may consider appropriate. Otherwise, a meeting of the Board of Directors can be called by two Directors giving notice to all other Directors, except where there is only one Director in office for the time being, whereby no notice is required. Notice of any meeting of the Board of Directors can be given to a Director in person or by word of mouth or in writing or by electronic communication. The notice must specify the date, time and place where the meeting is to be held.

10.3 A meeting of the Board of Directors will be quorate, provided two Directors are present. Where there is only one Director in office for the time being, the quorum is one Director. In addition to being present in person, a Director will be considered to be present, if he participates in the meeting by video link or telephone conference facility in such a manner as to be able to hear and be heard throughout the meeting.

10.4 If a meeting of the Board of Directors is not quorate, then no proposal can be voted on, except a proposal to call another meeting.

10.5 If the number of Directors on the Board of Directors falls below the number fixed for the quorum, then the Board of Directors may still act, but only in order to appoint new Directors or in order to call a general meeting.

10.6 The Chairman will preside at any meeting of the Board of Directors. In his absence, the Directors present will choose one of their number to chair the meeting.

10.7 In order to vote on any issue arising at a Board meeting, a Director must be present at that meeting. No Director can vote by proxy.

10.8 Any question arising at a meeting of the Board of Directors shall be decided by a simple majority. Each Director shall have one vote. If the votes cast for and against a particular

resolution are equal, then the chairman of the meeting shall have the casting vote in addition to any other vote he may have.

- 10.9 A resolution in writing signed by all the Directors shall be as effective as if passed by the Board of Directors in meeting.
- 10.10 Unless the Board of Directors permits, a Director shall not vote on a resolution, if there is a conflict of interest, and that person will not count for the determination of any quorum on that resolution.
- 10.11 All acts done at any meeting of the Board of Directors or by any person acting as a Director shall, even if it is later discovered that there was some defect in the appointment of that Director or any of the Directors or that any of them were disqualified, be as valid as if every such person had been properly appointed and had been entitled to vote.
- 10.12 A meeting of the Board of Directors shall be considered to take place at the place in England where the largest group of those participating is gathered, or, if there is no such group, where the Chairman of the meeting is.

11 NOTICES

- 11.1 Unless otherwise stipulated in these Articles, any notice, document or information shall be given in writing or by means of electronic communication to the Company at its Registered Address or to any person at his Registered Address.
- 11.2 The Company may give any notice, document or information to a member or a Director either personally or by sending it by post in a prepaid envelope addressed to the member or Director at his Registered Address or by leaving it at that address, or by giving it using a form of electronic communication to his Registered Address or by any other means authorised by the member or Director concerned. If no such address is supplied to the Company, the member or the Director shall not be entitled to be served with any notice.
- 11.3 A member or a Director present at any meeting of the Company shall be considered to have received notice of the meeting and of the purposes for which it was called.
- 11.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted on a certain date shall be conclusive to prove that the notice was given and posted. A notice shall be considered to have been given at the expiration of 48 hours after it was posted.
- 11.5 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice contained in an electronic communication sent in accordance with these Articles is considered to have been given on the day that it was sent.

12 COMPANY SECRETARY, MINUTES, SEAL, ACCOUNTS

- 12.1 Although the Company need not have a company secretary, a secretary may be appointed by the Board of Directors on such terms as they may think fit. The Board of Directors may remove any secretary so appointed at any time.

- 12.2 The Board of Directors shall ensure that minutes of all meetings of the Board of Directors, of the members of the Company in general meeting and of any committee shall be made in books kept for the purpose.
- 12.3 The Company need not have a common seal but the Directors may decide that the Company shall have a common seal and if so, they may determine under what circumstances and in what fashion it will be used
- 12.4 It shall be the responsibility of the Board of Directors to keep the Company's Accounts and other records of the Company and to report on them in accordance with the Companies Acts. The Company's Accounts shall be kept at the registered office of the Company. The Board of Directors shall determine whether and to what extent and under what conditions the Accounts and the books of the Company shall be made available for inspection by any person who is not a member of the Board of Directors. No person is entitled to inspect any of the Company's accounting or other records merely by virtue of being a member.

13 INDEMNITY AND INSURANCE

- 13.1 The Directors may decide to purchase and maintain insurance at the expense of the Company in respect of their own duties and the duties of the employees of the Company performed on behalf of the Company. If so, the Directors and the employees of the Company will be entitled to be indemnified in accordance with the terms of any such insurance policy.