

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

**ROYAL COLLEGE OF OCCUPATIONAL THERAPISTS
(the "Royal College")**

Company number 1347374

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ARTICLES OF ASSOCIATION
of the
ROYAL COLLEGE OF OCCUPATIONAL THERAPISTS

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1 In the articles, unless the context requires otherwise:

"Annual Retirement Meeting"	the meeting of the Trustees on or about the date of the 'Annual General Meeting' of the Association, or such other meeting of the Trustees as the Trustees may determine (provided that not more than 15 months shall pass between Annual Retirement Meeting and the next);
"Apprentice Member"	a person whose name appears in the Register of Members as an Apprentice Member and who satisfies the requirements in article 27.3;
"articles"	means the Royal College's articles of association;
"Associate Member"	a person whose name appears in the Register of Members of the Association (other than as a Professional Member, a Student Member or an Apprentice Member);
"Association"	the British Association of Occupational Therapists Limited;
"Association Trustee"	has the meaning given in Article 8.1.1;
"Authorised Representative"	has the meaning given to it in Article 38.1;
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales and Northern Ireland which have an effect similar to that of bankruptcy;
"Board of Trustees"	means the Trustees for the time being of the Royal College;
"Chair of Trustees"	the Chair of the Board of Trustees appointed under article 8.1.1;
"Chair of the meeting"	has the meaning given in article 11.4;
"Chief Executive"	means the person for the time being holding the office of Chief Executive of the Royal College;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Royal College;

"Conflict"	has the meaning given in article 12;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"eligible Trustee"	means a Trustee who would be entitled to vote on the matter at a meeting of Trustees (but excluding any Trustee whose vote is not to be counted in respect of that particular matter);
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006;
"holder"	in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
"instrument"	means a document in hard copy form;
"Lay Trustee"	has the meaning given in Article 8.1.2 and Article 8.2;
"Member"	shall mean, where the context so admits, a Professional Member or an Associate Member or a Student Member or an Apprentice Member of the Association;
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006;
"paid"	means paid or credited as paid;
"participate"	in relation to a Board of Trustees meeting, has the meaning given in articles 11.16 to 11.18;
"Professional Member"	means a person whose name appears in the Register of Members of the Association as a Professional Member;
"Register of Members"	the register maintained by the Association of all persons who are for the time being Professional Members, Associate Members, Student Members or Apprentice Members and whose names shall appear in the Professional Member section, Associate Member section, Student Member or Apprentice Member section of the register of members of the Association as appropriate;
"Remote Attendance"	means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with Article 39;
"Royal College"	means the Royal College of Occupational Therapists;
"rules"	means the rules made by the Board of Trustees from time to time under article 7;

"shareholder"	means a person who is the holder of one or more shares;
"shares"	means shares in the Royal College;
"special resolution"	has the meaning given in section 283 of the Companies Act 2006;
"Student Member"	means a person whose name appears in the Register of Members of the Association as a Student Member;
"subsidiary"	has the meaning given in section 1159 of the Companies Act 2006;
"transmittee"	means a person entitled to one or more shares by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
"Trustee"	means a director of the Royal College (who shall be either an Association Trustee or a Lay Trustee);
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006.

1.3 The regulations contained in the model articles for private companies limited by shares (as set out in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 3229/2008)) shall not apply to the Royal College.

2. **LIABILITY OF SHAREHOLDERS**

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

3. **OBJECTS OF THE ROYAL COLLEGE**

The object for which the Royal College is established is the promotion of the science of occupational therapy and the better training and education of practitioners and in furtherance of this object but not further or otherwise the Royal College shall have the following powers:

3.1 To provide in full co-operation with the Association of which the Royal College is a wholly owned subsidiary a central organisation of and for occupational therapists, throughout Great Britain and Northern Ireland and for that purpose to acquire and take over the organisation and all or any of the property, assets, effects and liabilities of the Association which may lawfully be acquired or taken over by the Royal College.

3.2 To provide, support and encourage education, instruction and training in Occupational Therapy, and related activities, to promote uniformity in curricula in the training of persons intended for that profession or for associate membership of the Association, to advise on courses of study and technical education and to diffuse information calculated to ensure the fitness of persons desirous of qualifying as occupational therapists and of persons desirous of becoming Associate Members of the Association.

3.3 To establish scholarships, grants and awards.

- 3.4 To promote the advancement of occupational therapy and high quality practice.
- 3.5 To promote the science of occupational therapy and the training, education and continuing development of occupational therapists.
- 3.6 To diffuse amongst the Professional Members and Associate Members of the Association and all other persons who are registered by and with the Association and the public generally, advice and information relating to occupational therapy activities such as printing, publishing, issuing and circulating such papers, periodicals, books, circulars and other literary undertakings as may be necessary for the Royal College's objects.
- 3.7 To set the professional and educational standards for occupational therapy and to provide leadership, guidance and information relating to research and development, education, practice and lifelong learning.
- 3.8 To seek to promote an understanding of the qualification of occupational therapists amongst the public.

PART 2

TRUSTEES

POWERS AND RESPONSIBILITIES OF TRUSTEES

4. GENERAL AUTHORITY OF TRUSTEES

Subject to the articles, the Board of Trustees are responsible for the management of the Royal College's business, for which purpose they may exercise all the powers of the Royal College.

5. SHAREHOLDERS' RESERVE POWER

- 5.1 Subject always to the provisions of the articles and the Companies Acts, the shareholders may, by special resolution, direct the Board of Trustees to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the Board of Trustees have done before the passing of the resolution.

6. NUMBER OF TRUSTEES

- 6.1 Unless otherwise determined by ordinary resolution the number of Trustees shall not be less than five.

7. RULES

- 7.1 The Board of Trustees may from time to time make, repeal or alter such rules as it thinks fit as to the management of the Royal College and its affairs, including (without limitation) the conduct of meetings; codes of conduct for shareholders or Trustees; and the duties of officers and employees of the Royal College. The rules shall be binding on all shareholders of the Royal College. No rule shall be inconsistent with the Companies Acts, the articles or any rule of law.

8. MEMBERSHIP OF THE BOARD OF TRUSTEES

- 8.1 The Board of Trustees will comprise:

- 8.1.1 subject to Article 8.2, at least nine Trustees (including the Chair of Trustees) appointed by the Association by serving written notice of such appointment on the Royal College (those Trustees having been elected to the Association's own council pursuant to such rules as to the election of its council members as the Association may adopt from time to time) ("**Association Trustees**"); and
 - 8.1.2 up to 4 Trustees appointed by the Board of Trustees ("**Lay Trustees**").
- 8.2 If any vacancy arises among the Association Trustees (as a result of the role being vacated early, no individual being elected to the relevant role by the Association, or otherwise) the Trustees may continue to act despite the minimum requirements set out in Article 8.1 as long as they seek to fill the vacancy as soon as reasonably possible by appointing (by a decision of the Trustees) either:
- 8.2.1 a Trustee who either has been appointed to the Association's own council pursuant to such rules as to the appointment of its council members as the Association may appoint from time to time, or,
 - 8.2.2 in the event only that there is no such person available or willing to be a Trustee, by appointing a Trustee who meets such eligibility requirements as set out in the Rules
- to serve as an Association Trustee in the vacated role for such time only until a replacement is appointed in accordance with Article 8.1.1 (at which time their term of office shall terminate).
- 8.3 Any eligibility criteria and/or procedures for the appointment of Association Trustees and/or Lay Trustees shall be set out in Rules.
- 8.4 Unless otherwise determined by ordinary resolution, Association Trustees (excluding an Association Trustee appointed under Article 8.2 to fill a vacancy) shall retire at the third Annual Retirement Meeting following the commencement of their term of office, save that the Chair of Trustees shall retire at the first Annual Retirement Meeting following the commencement of their term of office and the Council may determine having regard to the constitution of The World Federation of Occupational Therapists that one international affairs representative member of Council should hold office for a further year, retiring at the fourth Annual Retirement Meeting following the commencement of their term of office
- 8.5 Lay Trustees shall retire at the third Annual Retirement Meeting following the commencement of their term of office.
- 8.6 Trustees retiring in accordance with Article 8.4 and Article 8.5 will be eligible for re-election for a second consecutive term of office, provided that no Trustee shall serve more than five consecutive years (and the retirement provisions set out in Article 8.4 and Article 8.5 shall be construed accordingly in respect of such second terms of office).
- 8.7 The Board of Trustees may from time to time and at any time appoint observers who shall not be Trustees. Observers may attend meetings of Board of Trustees at the invitation of Board of Trustees but shall not have a right to vote.

9. POWERS OF THE BOARD OF TRUSTEES

- 9.1 The business of the Royal College shall be managed by the Board of Trustees, which may exercise all of the powers of the Royal College that are not reserved to the members of the Royal College under the Companies Acts, these articles or any rules.
- 9.2 The Board of Trustees may act despite any vacancy in their body, but if the number of Trustees falls below five the Board of Trustees may act only for the purpose of convening a general meeting or increasing the number of Trustees to five.
- 9.3 Trustees shall be entitled to be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of Board of Trustees or any committee of Board of Trustees or any general meeting of the Royal College or in any way in connection with the business of the Royal College. Further, any Trustee who, being so requested by Board of Trustees, performs services on behalf of the Royal College may be paid such reasonable and proper remuneration for services actually rendered to the Royal College as Board of Trustees may determine. [The additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with^a.]

10. DISQUALIFICATION OF TRUSTEES

- 10.1 The office of a Trustee shall be vacated if the Trustee:
- 10.1.1 has a bankruptcy order made against them or makes any arrangement or composition with their creditors generally;
 - 10.1.2 has, in the Board's reasonable belief, become incapable of managing their own professional affairs and the Board resolves to remove the Trustee from office;
 - 10.1.3 ceases to be eligible to hold such office;
 - 10.1.4 in the case of an Association Trustee, registration as a Member is revoked or is suspended by the Association, and if so suspended, the resulting vacation of their office as an Association Trustee shall be final;
 - 10.1.5 by notice in writing to the Royal College resigns their office (but such notice will only be effective if there will be at least five Trustees remaining in office following their resignation);
 - 10.1.6 in the case of an Association Trustee, is removed by the Association serving written notice of such removal on the Royal College;

^a See OSCR's guidance "Remuneration (Paying charity trustees and connected persons)" which explains the conditions under Scottish law that must be met for trustees to be remunerated: <https://www.oscr.org.uk/guidance-and-forms/guidance-and-good-practice-for-charity-trustees/remuneration-paying-charity-trustees-and-connected-persons/>.

- 10.1.7 in the case of a Lay Trustee, at a meeting of the Board of Trustees at which at least half of the Trustees are present, a resolution is passed that the Lay Trustee is removed from office (such a resolution shall not be passed unless the Lay Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Board of Trustees);
 - 10.1.8 ceases to hold office by virtue of any provisions of the Companies Acts or becomes prohibited by law from holding office; or
 - 10.1.9 is removed from office by a resolution duly passed pursuant to section 168 of the Companies Act 2006.
- 10.2 In addition and without prejudice to the provisions of section 168 of the Companies Act 2006, the Royal College may by ordinary resolution remove any Trustee before the expiration of their period of office, and may by an ordinary resolution appoint another qualified shareholder in their place; but any person so appointed shall retain their office so long only as the Trustee in whose place they are appointed would have held the same if they had not been removed.

11. PROCEEDINGS OF THE BOARD OF TRUSTEES

- 11.1 The Board of Trustees may meet together for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business. Unless otherwise determined 25% of the then serving Trustees (rounded up to a whole number) shall be a quorum.
- 11.2 Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair of the meeting shall have a second or casting vote.
- 11.3 The Chair of Trustees may, (and shall on the request of any three Trustees or the Chief Executive) at any time, summon a meeting of the Board of Trustees by notice served upon the Trustees.
- 11.4 The Board of Trustees shall from time to time from among their number elect one Vice-chair and may determine for what period they are to hold office (subject to the rules in these articles about maximum length of service on Board of Trustees).
- 11.5 The Chair of Trustees shall preside at all meetings of the Board of Trustees at which they shall be present, but if no such Chair of Trustees is present within five minutes after the time fixed for holding the meeting, the Trustees present shall choose the Vice-chair present or failing that one of the Trustees present to act as Chair of the meeting.
- 11.6 A meeting of the Board of Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these articles vested in the Board of Trustees generally.
- 11.7 The Board of Trustees may delegate any of their powers or functions to any committee and the implementation of their decisions, or the day-to-day management of the Royal College's affairs, to any person or committee.
- 11.8 The Board of Trustees may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to

delegate further; and may change or terminate the delegation arrangements at any time.

11.9 When delegating to a committee, the Board of Trustees must confirm:

11.9.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

11.9.2 how the committee will report regularly to the Board of Trustees; and

11.9.3 any other regulations relating to the functioning of the committee.

11.10 No committee shall knowingly incur expenditure or liability on behalf of the Royal College except where authorised by the Board of Trustees or in accordance with a budget which has been approved by the Board of Trustees.

11.11 The Board of Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

11.11.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Board of Trustees;

11.11.2 timely reports of all transactions are provided to the Board of Trustees;

11.11.3 the performance of the investments is reviewed regularly with the Board of Trustees;

11.11.4 the Board of Trustees are entitled to cancel the delegation arrangement at any time;

11.11.5 the investment policy and the delegation arrangements are reviewed regularly;

11.11.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

11.11.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Board of Trustees.

11.12 The Board of Trustees may (by power of attorney or otherwise) appoint any person to be the agent of the Royal College for such purposes and on such conditions as they decide.

11.13 All acts bona fide done by any meetings of the Board of Trustees or of any committee of the Board of Trustees, or by any person acting as a Trustee shall, notwithstanding it be discovered later that there was some defect in the appointment or continuance in office of any such person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

11.14 The Board of Trustees shall cause proper minutes to be made of all appointments of officers made by the Board of Trustees and of the proceedings of all meetings of the Royal College and of the Board of Trustees and of committees of the Board of Trustees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chair of the meeting or by the Chair of the

next succeeding meeting, shall be conclusive evidence without any further proof of the facts stated in them.

- 11.15 The Board of Trustees or any committee of the Board of Trustees may take decisions without a meeting if a simple majority of them indicate by any means that they share a common view on a matter. A decision taken in accordance with this Article 11.15 shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees or of such committee duly convened and constituted, provided:

11.15.1 the Chair of Trustees or the Secretary (if any) or any other person authorised by the Board of Trustees to put the proposed decision to the Trustees (the "**Facilitator**") has taken reasonable steps to notify all Trustees of the proposed decision;

11.15.2 a majority of the Trustees have indicated to the Facilitator (by any means) that they approve the proposed decision; and

11.15.3 following receipt of responses from a majority of the Trustees, the Facilitator has communicated to all of the Trustees (by any means) that the decision has been formally approved by the Board of Trustees in accordance with this Article 11.15.

- 11.16 Subject to the articles, Trustees participate in a Board of Trustees meeting, or part of Board of Trustees meeting, when:

11.16.1 the meeting has been called and takes place in accordance with the articles; and

11.16.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 11.17 In determining whether Trustees are participating in a Board of Trustees meeting, it is irrelevant where any Trustee is or how they communicate with each other.

- 11.18 If all the Trustees participating in a meeting are not in the same place, the meeting shall be deemed to take place where the largest number of participators is assembled or, if no such group can be identified, the Board of Trustees may decide that the meeting is to be treated as taking place wherever any of them is.

12. **CONFLICTS AND DECLARATIONS OF INTEREST**

- 12.1 Without prejudice to articles 12.6 and 12.7, the Board of Trustees shall, for the purposes of section 175 of the Companies Act 2006, have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Trustee under that section to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Royal College ("**Conflict**").

- 12.2 Authorisation of a matter under article 12.1 shall be effective only if:

12.2.1 the matter in question shall have been proposed in writing for consideration at a meeting of the Board of Trustees in accordance with the normal procedures of the Board of Trustees or in any other manner as the Board of Trustees may determine;

12.2.2 any requirement as to the quorum at the meeting of the Board of Trustees at which the matter is considered is met without counting the Trustee in question or any other interested Trustee (together the "**Interested Trustees**", and each an "**Interested Trustee**"); and

- 12.2.3 the matter was agreed to without any Interested Trustee voting or would have been agreed to if the votes of the Interested Trustees had not been counted.
- 12.3 Any authorisation of a matter under article 12.1 shall be subject to such conditions or limitations as the Board of Trustees may determine (including, without limitation, such conditions or limitations as are contemplated by article 12.17), whether at the time such authorisation is given or subsequently and may be terminated by the Board of Trustees at any time. A Trustee shall comply with any obligations imposed on them by the Board of Trustees pursuant to any such authorisation.
- 12.4 Any authorisation of a matter under article 12.1 extends, subject to any conditions or limitations imposed under article 12.3, to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised.
- 12.5 Subject to any conditions or limitations imposed under article 12.3, a Trustee shall not, save as otherwise agreed by them, be accountable to the Royal College for any benefit which they (or any person connected in any way with them) derive from any matter authorised by the Board of Trustees under article 12.1 and no contract, transaction, arrangement or proposal relating thereto shall be liable to be avoided on the grounds of any such benefit.
- 12.6 Article 12.1 does not apply to a Conflict arising in relation to a transaction or arrangement with the Royal College.
- 12.7 Subject to compliance with article 12.8, a Trustee may, notwithstanding their office, have any interest of any of the following kinds (and no authorisation under article 12.1 shall be necessary in respect of any such interest):
- 12.7.1 where the Trustee (or any person connected in any way with them) is a Trustee or other officer of, is employed by or is otherwise interested (including, without limitation, by the holding of shares or other securities) in any body corporate with which the Royal College is associated (within the meaning of section 256(a) of the Companies Act 2006);
- 12.7.2 where the Trustee (or any person connected in any way with them) is a party to, or otherwise interested in, any contract, transaction, arrangement or proposal with the Royal College or any body corporate with which the Royal College is associated (within the meaning of section 256(a) of the Companies Act 2006), or in which the Royal College is otherwise interested;
- 12.7.3 an interest such that the situation or the interest cannot reasonably be regarded as likely to give rise to a Conflict;
- 12.7.4 an interest, or a contract, transaction, arrangement or proposal giving rise to an interest, of which the Trustee is not aware; and
- 12.7.5 any other interest authorised by an ordinary resolution of the Royal College.
- 12.8 Subject to sections 177 and 182 of the Companies Act 2006, the Trustee concerned shall declare the nature and extent of any interest, whether direct or indirect, referred to in article 12.7 and not falling within article 12.9 either at a meeting of the Board of Trustees by written declaration to the Royal College (or in any other manner as the Board of Trustees may determine) or by general notice in accordance with section 177(2)(b)(ii) or section 182(2)(c) (as the case may be) and section 185 of the Companies Act 2006.

- 12.9 No declaration of an interest shall be required by a Trustee under article 12.8 in relation to an interest:
- 12.9.1 falling within article 12.7.3 or article 12.7.4;
 - 12.9.2 if, or to the extent that, the other Trustees are already aware of such interest (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware); or
 - 12.9.3 if, or to the extent that, it concerns the terms of their service contract (as defined in section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Board of Trustees or by a committee of Trustees appointed for the purpose under these articles.
- 12.10 A Trustee shall not, save as otherwise agreed by them, be accountable to the Royal College for any benefit which they (or any person connected in any way with them) derive from any interest referred to in article 12.7 and no contract, transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest.
- 12.11 Provided they have disclosed to the Board of Trustees any interest of which they are aware (not being an interest which cannot reasonably be regarded as likely to give rise to a Conflict) in accordance with the requirements of the Companies Act 2006 and these articles, a Trustee shall, subject to any applicable conditions or limitations imposed under article 12.3, be entitled to vote at a meeting of the Board of Trustees or of a committee of the Board of Trustees in respect of any contract, transaction, arrangement or proposal in which they are interested and shall also be counted in determining whether a quorum is present at such a meeting.
- 12.12 Without prejudice to article 12.11, if a question arises at any time as to whether any interest of a Trustee prevents them or should prevent them from voting or being counted in the quorum under this article 12 and such question is not resolved by their voluntarily agreeing to abstain from voting and/or attending, such question shall be referred to the Chair of the meeting and their ruling in relation to any Trustee other than themselves shall be final and conclusive, except in a case where the nature or extent of the interest of such Trustee (so far as it is known to them) has not been fairly disclosed.
- 12.13 Without prejudice to article 12.11, if any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair of the meeting, the question shall be decided by a decision of the Board of Trustees, for which purpose the Chair of the meeting is not to be counted as participating in the meeting (or part of the meeting) for voting and quorum purposes, and the decision shall be conclusive, except in a case where the nature or extent of the interest of the Chair of the meeting (so far as it is known to them) has not been fairly disclosed to the Board of Trustees.
- 12.14 Subject to article 12.15, if a Trustee, otherwise than by virtue of their position as a Trustee, receives information in respect of which they owe a duty of confidentiality to a person other than the company, they shall not be required to disclose such information to the Royal College or the Board of Trustees or any of them, or otherwise use or apply such confidential information for the purpose of or in connection with the performance of their duties as a Trustee.
- 12.15 Where a duty of confidentiality as referred to in article 12.14 arises out of a situation in which the Trustee has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Royal College, article 12.14 shall apply only if the conflict arises out of a matter which has been authorised under article 12.1 or falls within article 12.7.

- 12.16 Article 12.14 is without prejudice to any enactment, equitable principle or rule of law which may excuse or release a Trustee from disclosing information in circumstances where disclosure may otherwise be required.
- 12.17 Where a Trustee has an interest which can reasonably be regarded as likely to give rise to a Conflict, the Trustee may, and shall if so requested by the Board of Trustees, take such additional steps as may be necessary or desirable for the purpose of managing such Conflict, including compliance with any procedures laid down from time to time by the Board of Trustees for the purpose of managing Conflicts generally and/or any specific procedures approved by the Board of Trustees for the purpose of or in connection with the relevant matter or situation, including without limitation:
- 12.17.1 absenting themselves from any meeting or part of a meeting of the Board of Trustees or of any committee of the Board of Trustees at which the relevant matter or situation falls to be considered or is otherwise significant; and
- 12.17.2 not reviewing documents or information made available to the Trustees generally in relation to such matter or situation.
- 12.18 The Royal College may by ordinary resolution ratify any contract, transaction, arrangement or proposal not properly authorised by reason of a contravention of any provision of this article 12.
- 12.19 For the purposes of this article 12, where the context permits, any reference to an interest includes a duty and any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 12.20 For the purposes of this article, references to proposed decisions and decision-making processes include any Board of Trustees meeting or part of a Board of Trustees meeting.
- 12.21 If circumstances arise which could lead to a conflict of interest between a Trustee and another organisation or person that has appointed him or her ('appointing organisation'), the conflicted Trustee must:
- 12.21.1 put the interests of the Royal College before those of the appointing organisation; or
- 12.21.2 if any other duty prevents the conflicted Trustee from doing so, he or she must disclose the conflict of interest to the Royal College and must not participate in the decision-making process".

13. RECORDS OF DECISIONS TO BE KEPT

The Board of Trustees must ensure that the Royal College keeps a record, in writing, of every unanimous or majority decision taken by the Board of Trustees, for such period as is required by the Companies Acts.

14. SECRETARY

The Board of Trustees may appoint any person who is willing to act as the company secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and appoint a replacement, in each case by a decision of the Board of Trustees.

PART 3

SHARES

15. ROYAL COLLEGE'S LIEN OVER SHARES

- 15.1 The Royal College has a lien (the "**Royal College's lien**") over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Royal College, whether they are the sole registered holder of the share or one of several joint holders, for all monies payable by them (either alone or jointly with any other person) to the Royal College, whether payable immediately or at some time in the future.
- 15.2 The Royal College's lien over a share:
- 15.2.1 takes priority over any third party's interest in that share; and
- 15.2.2 extends to any money payable by the Royal College in respect of that share and (if the lien is enforced and the share is sold by the Royal College) the proceeds of sale of that share.
- 15.3 The Board of Trustees may at any time decide that a share which is or would otherwise be subject to the Royal College's lien shall not be subject to it, either wholly or in part.

16. ENFORCEMENT OF THE ROYAL COLLEGE'S LIEN

- 16.1 Subject to the provisions of this article, if:
- 16.1.1 a lien enforcement notice has been given in respect of a share; and
- 16.1.2 the person to whom the notice was given has failed to comply with it,
- the Royal College may sell that share in such manner as the Board of Trustees decide.
- 16.2 A lien enforcement notice:
- 16.2.1 may only be given in respect of a share which is subject to the Royal College's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- 16.2.2 must specify the share concerned;
- 16.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- 16.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and
- 16.2.5 must state the Royal College's intention to sell the share if the notice is not complied with.
- 16.3 Where shares are sold under this article:
- 16.3.1 the Board of Trustees may authorise any person to execute an instrument of transfer of the shares to the purchaser or to a person nominated by the purchaser; and

- 16.3.2 the transferee is not bound to see to the application of the consideration and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 16.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - 16.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - 16.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Royal College for cancellation, or an indemnity in a form reasonably satisfactory to the Board of Trustees has been given for any lost certificates, and subject to a lien equivalent to the Royal College's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.
- 16.5 A statutory declaration by a Trustee or the Board of Trustees secretary that the declarant is a Trustee or the Board of Trustees secretary and that a share has been sold to satisfy the Royal College's lien on a specified date:
 - 16.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 16.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

17. **CALL NOTICES**

- 17.1 Subject to the articles and the terms on which shares are allotted, the Board of Trustees may send a notice (a "**call notice**") to a shareholder requiring the shareholder to pay the Royal College a specified sum of money (a "**call**") which is payable to the Royal College at the date when the Board of Trustees decide to send the call notice.
- 17.2 A call notice:
 - 17.2.1 may not require a shareholder to pay a call which exceeds the total amount of their indebtedness or liability to the Royal College;
 - 17.2.2 must state when and how any call to which it relates is to be paid; and
 - 17.2.3 may permit or require the call to be made in instalments.
- 17.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.
- 17.4 Before the Royal College has received any call due under a call notice the Board of Trustees may:
 - 17.4.1 revoke it wholly or in part; or

17.4.2 specify a later time for payment than is specified in the notice,

by a further notice in writing to the shareholder in respect of whose shares the call is made.

18. LIABILITY TO PAY CALLS

18.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

18.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

18.3 Subject to the terms on which shares are allotted, the Board of Trustees may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

18.3.1 to pay calls which are not the same; or

18.3.2 to pay calls at different times.

19. WHEN CALL NOTICE NEED NOT BE ISSUED

19.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Royal College in respect of that share:

19.1.1 on allotment;

19.1.2 on the occurrence of a particular event; or

19.1.3 on a date fixed by or in accordance with the terms of issue.

19.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

20. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

20.1 If a person is liable to pay a call and fails to do so by the call payment date:

20.1.1 the Board of Trustees may issue a notice of intended forfeiture to that person; and

20.1.2 until the call is paid, that person must pay the Royal College interest on the call from the call payment date at the relevant rate.

20.2 For the purposes of this article:

20.2.1 the "call payment date" is the time when the call notice states that a call is payable, unless the Board of Trustees give a notice specifying a later date, in which case the "call payment date" is that later date; and

20.2.2 the "relevant rate" is:

(a) the rate fixed by the terms on which the share in respect of which the call is due was allotted;

- (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Board of Trustees; or
- (c) if no rate is fixed in either of these ways, 5 per cent per annum.

20.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

20.4 The Board of Trustees may waive any obligation to pay interest on a call wholly or in part.

21. NOTICE OF INTENDED FORFEITURE

21.1 A notice of intended forfeiture:

- 21.1.1 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- 21.1.2 must be sent to the holder of that share (or all the joint holders of that share) or to a transmittee of that holder;
- 21.1.3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Royal College by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
- 21.1.4 must state how the payment is to be made; and
- 21.1.5 must state that, if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

22. POWERS OF TRUSTEES TO FORFEIT SHARES

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Board of Trustees may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all moneys payable in respect of the forfeited shares and not paid before the forfeiture.

23. EFFECT OF FORFEITURE

23.1 Subject to the articles, the forfeiture of a share extinguishes:

- 23.1.1 all interests in that share, and all claims and demands against the Royal College in respect of it; and
- 23.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Royal College.

23.2 Any share which is forfeited in accordance with the articles:

- 23.2.1 is deemed to have been forfeited when the Board of Trustees decide that it is forfeited;
- 23.2.2 is deemed to be the property of the Royal College; and

- 23.2.3 may be sold, re-allotted or otherwise disposed of as the Board of Trustees think fit.
- 23.3 If a person's shares have been forfeited:
 - 23.3.1 the Royal College must send that person notice that forfeiture has occurred and record it in the register of members;
 - 23.3.2 that person ceases to be a shareholder in respect of those shares;
 - 23.3.3 that person must surrender the certificate for the shares forfeited to the Royal College for cancellation;
 - 23.3.4 that person remains liable to the Royal College for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 23.3.5 the Board of Trustees may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 23.4 At any time before the Royal College disposes of a forfeited share, the Board of Trustees may decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.

24. **PROCEDURE FOLLOWING FORFEITURE**

- 24.1 If a forfeited share is to be disposed of by being transferred, the Royal College may receive the consideration for the transfer and the Board of Trustees may authorise any person to execute the instrument of transfer.
- 24.2 A statutory declaration by a Trustee or the Board of Trustees secretary that the declarant is a Trustee or the Board of Trustees secretary and that a share has been forfeited on a specified date:
 - 24.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - 24.2.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.
- 24.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 24.4 If the Royal College sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Royal College the proceeds of such sale, net of any commission, and excluding any amount which:
 - 24.4.1 was, or would have become, payable; and
 - 24.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Royal College is not required to account for any money earned on them.

25. SURRENDER OF SHARES

25.1 A shareholder may surrender any share:

25.1.1 in respect of which the Board of Trustees may issue a notice of intended forfeiture;

25.1.2 which the Board of Trustees may forfeit; or

25.1.3 which has been forfeited.

25.2 The Board of Trustees may accept the surrender of any such share.

25.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.

25.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

26. SHARES

26.1 All shares in the Royal College (which shall not be varied in amount except in accordance with a written direction of the Association) shall only be issued and allotted by the Royal College in accordance with a written direction of the Association to such persons as are therein specified and always subject to the restriction that no share so issued and allotted may be transferred by the person holding the same, and the Royal College shall not approve any purported transfer of any share, to any person other than a person specified in a written direction of the Association which the transferor shall lodge with the Royal College with every such proposed transfer.

26.2 Except as required by law, no person shall be recognised by the Royal College as holding any share upon any trust and (except as by these articles or by law otherwise provided) the Royal College shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

26.3 The Royal College may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Royal College or the holder, and the Board of Trustees may determine the terms, conditions and manner of redemption of any such shares.

27. MEMBERSHIP

27.1 References to a Member shall mean, where the context so admits, a Professional Member or an Associate Member or a Student Member or an Apprentice Member of the Association.

27.2 No persons shall be recognised by the Royal College as being eligible for admission as a Professional Member unless they:-

27.2.1 are the holder of a professional qualification recognised by the council of management of the Association; and

27.2.2 have satisfied the council of management of the Association that they:-

(a) have completed such a period of training or (for Professional Members admitted before 3 July 2001) of actual practice as an

occupational therapist as such council, shall from time to time prescribe; and

- (b) are eligible to be registered as an occupational therapist under Section 60 of the Health Act 1999 and Orders made thereunder; or
- (c) are capable of such registration under clause (b).

27.3 A person who is not qualified under article 27.2 shall be eligible for admission as an Apprentice Member provided that they have satisfied the council that they are an apprentice enrolled on a United Kingdom occupational therapy pre-registration programme at a higher education institution accredited by the Royal College and the United Kingdom Health and Care Professions Council (or any successor) or such other training or apprenticeship in occupational therapy services as the Trustees shall from time to time prescribe.

28. PATRONS

The Board of Trustees may acknowledge as Patrons of the Royal College such Royal personages or persons of distinction (whether shareholders of the Association or not) as may honour the Royal College with their patronage.

29. PRESIDENT, VICE PRESIDENT AND HONORARY MEMBERS

29.1 The Board of Trustees may at its first meeting in each financial year elect a President of the Royal College to hold office until the first meeting of the Board of Trustees in the following financial year. The Board of Trustees may at any time fill an interim vacancy in the office of President by appointing a person to hold the same until the next due date for the election of a President. A retiring President may be re-elected from time to time.

29.2 The Board of Trustees may from time to time appoint persons to be Vice-Presidents of the Royal College for their respective lives or such lesser period as the Board of Trustees shall think fit provided that there shall not be more than four Vice-Presidents at any one time. The Board of Trustees shall continue to recognise the status of persons who are Honorary Members at the date of adoption of these articles but shall not appoint any further such Honorary Members.

29.3 Membership of the Association shall not be a necessary qualification for the office of President or Vice-President of the Royal College. A person while holding such appointment shall be entitled to receive notice of and attend (but not to vote) at general meetings of the Royal College.

30. ROYAL COLLEGE NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Royal College as holding any share upon any trust, and except as otherwise required by law or the articles, the Royal College is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

31. SHARE CERTIFICATES

31.1 The Royal College must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

31.2 Every certificate must specify:

31.2.1 in respect of how many shares, of what class, it is issued;

- 31.2.2 the nominal value of those shares; and
- 31.2.3 any distinguishing numbers assigned to them.
- 31.3 No certificate may be issued in respect of shares of more than one class.
- 31.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 31.5 Certificates must be executed in accordance with the Companies Acts.

32. **REPLACEMENT SHARE CERTIFICATES**

- 32.1 If a certificate issued in respect of a shareholder's shares is:

- 32.1.1 damaged or defaced; or
- 32.1.2 said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

- 32.2 A shareholder exercising the right to be issued with such a replacement certificate:

- 32.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 32.2.2 must return the certificate which is to be replaced to the Royal College if it is damaged or defaced; and
- 32.2.3 must comply with such conditions as to evidence and indemnity as the Board of Trustees decide.

33. **SHARE TRANSFERS**

- 33.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Board of Trustees, which is executed by or on behalf of the transferor.
- 33.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 33.3 The Royal College may retain any instrument of transfer which is registered.
- 33.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 33.5 The Board of Trustees may refuse to register the transfer of a share; if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal within two months unless they suspect that the proposed transfer may be fraudulent.

34. **TRANSMISSION OF SHARES**

- 34.1 If title to a share passes to a transmittee, the Royal College may only recognise the transmittee as having any title to that share.
- 34.2 A transmittee who produces such evidence of entitlement to shares as the Board of Trustees may properly require:

- 34.2.1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and
- 34.2.2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 34.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

35. **EXERCISE OF TRANSMITTEES' RIGHTS**

- 35.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Royal College in writing of that wish.
- 35.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 35.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred and all the provisions of the articles relating to transfers of shares shall apply.

36. **TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 35.2, has been entered in the register of members.

37. **INCOME AND PROPERTY OF THE ROYAL COLLEGE**

- 37.1 The income and property of the Royal College, whencesoever derived, shall be applied solely towards the promotion of the objects of the Royal College as set forth in these articles, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.
- 37.2 Provided that nothing herein shall prevent the gratuitous distribution amongst or sale at a discount to subscribing Members of the Association and other persons registered by and with the Association of a journal relating to any of the objects of the Royal College, nor prevent any shareholder of the Royal College, any Member of the Association or other person registered by and with the Association from receiving or enjoying the benefit of any prize not consisting of money, whether in whole or in part, which may be awarded to them by the Royal College under the regulations governing any examination or competition conducted or controlled by the Royal College, nor prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Royal College, or to any Member or other person registered by and with the Association in return for any services actually rendered to the Royal College, nor prevent the payment of interest at an annual rate not exceeding two percent less than the minimum lending rate prescribed for the time being by the Bank of England or three percent (whichever is the greater) on money lent or reasonable and proper rent for premises demised or let by any Member or other person registered by and with the Association to the Royal College.
- 37.3 If upon the winding up or dissolution of the Royal College 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 of the Royal College or of the

Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Royal College, 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 Royal College under or by virtue of articles 37.1 and 37.2 hereof, such charitable institution or institutions to be determined by the members of the Royal College at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

PART 4

DECISION-MAKING BY SHAREHOLDERS

38. AUTHORISED REPRESENTATIVE

38.1 A member that is not an individual may appoint one or more individuals to represent it at meetings of the Royal College and the name of such representatives and the fact that they are Authorised Representatives of the member shall be noted in the register of members. The member can terminate the appointment of its Authorised Representative by giving notice in writing to the Royal College.

38.2 A person authorised under Article 38.1 may exercise (on behalf of the member) the same powers as the member could exercise if it were an individual member.

39. SHAREHOLDERS' DECISION-MAKING

39.1 Subject to the provisions of the Companies Acts and these articles, the Royal College shall dispense with the holding of general meetings for so long as it only has one shareholder and resolutions of the Royal College shall be passed by way of written resolution in accordance with the provisions of the Companies Acts (for the avoidance of doubt an Authorised Representative of a member may signify agreement to the resolution on that member's behalf).

39.2 The Board of Trustees must call a general meeting if required to do so by the members under the Companies Acts. Subject to the articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

39.3 The Board of Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.

39.4 When the Trustees have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.

PART 5

ADMINISTRATIVE ARRANGEMENTS

40. MEANS OF COMMUNICATION TO BE USED

40.1 Subject to the articles, anything sent or supplied by or to the Royal College under the articles may be sent or supplied in any way in which the Companies Act 2006

provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Royal College.

40.2 Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

40.3 A Trustee may agree with the Royal College that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

41. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Board of Trustees or an ordinary resolution of the Royal College, no person is entitled to inspect any of the Royal College's accounting or other records or documents merely by virtue of being a shareholder.

42. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Board of Trustees may decide to make provision for the benefit of persons employed or formerly employed by the Royal College or any of its subsidiaries (other than a Trustee or former Trustee or shadow Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Royal College or that subsidiary.

INDEMNITY AND INSURANCE OF TRUSTEES

43. INDEMNITY

43.1 Without prejudice to any indemnity to which they may otherwise be entitled, every Trustee, former Trustee and other officer of the Royal College may be indemnified out of the assets of the Royal College in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts.

44. INSURANCE

44.1 The Board of Trustees may purchase and maintain insurance, at the expense of the Royal College, for the benefit of:

44.1.1 the Trustees, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and

44.1.2 officers who are not Trustees, subject to such conditions as the Trustees shall determine.