

DATED 25 MARCH 2020

GENERAL PRACTITIONERS DEFENCE FUND LIMITED

ARTICLES OF ASSOCIATION



**PENNINGTONS
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COOPER**

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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
GENERAL PRACTITIONERS DEFENCE FUND LIMITED
(company number 01508388)
ADOPTED ON 25 MARCH 2020

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Articles the following expressions have the meanings specified:

Act means the Companies Act 2006;

Annual General Meeting has the meaning given in article 7.1;

Articles means these articles of association;

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

BMA means the British Medical Association, or any successor organisation;

Board means the board of Directors of the Company as it may be constituted from time to time;

Business Day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chair means the chair of the Board elected in accordance with article 17.1;

Chief Officer means the chief officer of the Company appointed in accordance with article 17.5;

Clear Days means, in the context of a period of notice for a General Meeting, excluding the date upon which the notice is given or served, and the date upon which the meeting takes place;

Company means General Practitioners Defence Fund Limited, a company incorporated and registered in England and Wales with company number 01508388;

Conflict means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Director means a director of the Company (who may be a medical or a non-medical person), and includes any person occupying the position of director, by whatever name called, including an Independent Director, an Elected Director and the Chief Officer;

Document includes, unless otherwise specified, any document sent or supplied in Electronic Form;

Elected Directors has the meaning given in article 15.1(a);

Electronic Form has the meaning given in section 1168 of the Act and includes email and fax;

Eligible Director means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a situation in which a Director has or can have, a direct or indirect interest that Conflicts or possibly may Conflict with the interests of the Company pursuant to article 30.1, any Director whose vote is not to be counted in respect of the particular matter);

General Meeting means a meeting of the Members held in accordance with these Articles;

GP means a general medical practitioner in the United Kingdom;

GPC Member Director means a Director who is also a member of one or more GPCs;

GPC(s) means the General Practitioners Committee of the BMA, including its national sub-committees in England, Scotland and Wales;

Hard Copy Form has the meaning given in section 1168 of the Act;

Independent Directors has the meaning given in article 15.1(b);

Instrument means a Document in Hard Copy Form;

LMC means a local medical committee (as defined in section 97 of the National Health Service Act 2006) or equivalent in any part of the United Kingdom, or any successor organisation;

Member means a member of the Company, being a natural person nominated by an LMC in accordance with article 6.2 (and who may be either a medical or non-medical person), and **Membership** shall be interpreted accordingly;

Net Assets means the aggregate assets (including cash and investments) less the aggregate liabilities of the Company, including contingent and future liabilities, measured at the end of each quarter of the financial year;

Objects means the objects of the Company set out in article 3.1;

Proxy Notice has the meaning given in article 14.1;

Quota Credit means a reduction in the Quota Payments requested from the LMCs by the Company in respect of any financial year;

Quota Payments means the voluntary levy or quota payable by LMCs to the Company as determined by the Board from time to time;

Quota Repayment means the repayment of any Quota Payment(s), whether in full or in part, to the LMCs;

Secretary means the company secretary of the Company from time to time;

Special Resolution means a resolution passed by a majority of not less than 75% of the Members (as more fully defined in section 283 of the Act); and

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 Interpretation

1.2.1 In these Articles:

- (a) any words importing the singular number only shall include the plural number, and vice versa;
- (b) words importing the masculine gender only shall include the feminine gender;
- (c) words importing persons shall include corporations and unincorporated bodies (including LMCs);
- (d) headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
- (e) a reference to an 'article' is a reference to the relevant article of these Articles unless expressly provided otherwise;
- (f) any word following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (g) unless expressly defined in these Articles, or if the context otherwise requires, any words or expressions defined in the Act or any statutory modification thereof in force at the date of adoption of these Articles shall bear the same meanings in these Articles; and
- (h) unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.2.2 The provisions of Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are hereby excluded.

2. GENERAL

2.1 The name of the Company is 'General Practitioners Defence Fund Limited'.

2.2 The registered office of the Company will be situated in England.

3. OBJECTS AND POWERS

3.1 The Objects for which the Company is established are:

- (a) to support and promote the interests of LMCs and GPs;
- (b) where the Board, in its discretion, determines that it is reasonable to do so, to give financial assistance to or for the benefit of any LMC or GP who is suffering or is likely to suffer hardship as a result of compliance with any policy sponsored or approved by the Conference of Representatives of Local Medical Committees to be implemented by the GPC of the BMA (or any successor organisation(s));
- (c) to provide funding to the BMA or any other relevant organisation for the benefit of LMCs and GPs;
- (d) to agree with LMCs and their conference agenda committees the nature and scope of LMC conferences and disperse the required funds;
- (e) to fund activities of benefit to LMCs and GPs including the provision of development grants;
- (f) to liaise with other national and governmental bodies in order to further the interests of LMCs and GPs; and
- (g) to do all such other things as are incidental or conducive to the attainment or furtherance of any of the above Objects.

3.2 In furtherance of the Objects but not otherwise the Company shall have the power to:

- (a) determine and collect Quota Payments;
- (b) purchase, take on lease, exchange or otherwise deal in and to hold for the purpose of investment, development or resale and to traffic in any freehold, leasehold or other real or personal property for any estate or interest whatever, and any options, rights, privileges or easements over or in respect of the same;
- (c) purchase, exchange or otherwise deal in stocks, debentures, debenture stock, bonds, obligations or securities of any government, state or authority or of any public or private company, corporate or unincorporated and to make advances on the security of land or house or other property or any interest therein, and to construct, maintain and alter buildings;
- (d) lend and advance money or give credit on such terms as may seem expedient and with or without security, enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

- (e) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the Objects in any way;
- (f) sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (g) undertake and execute any charitable trusts which may lawfully be undertaken by the Company;
- (h) borrow or raise money on such terms and on such security as may be thought fit and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any bank or building society;
- (i) draw, make accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable Instruments;
- (j) invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (k) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;
- (l) make grants to other bodies or organisations;
- (m) enter into contracts to provide services to or on behalf of other bodies or organisations;
- (n) provide and assist in the provision of money or other help;.
- (o) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other Instruments;
- (p) incorporate subsidiary companies to carry on any trade; and
- (q) do all such other things as a general commercial company could do which are incidental or conducive to the attainment or furtherance of any of the Objects.

3.3 Each of the paragraphs of articles 3.1 and 3.2 shall be regarded as specifying separate and independent Objects and powers and accordingly shall not be in any way limited by reference to or inference from any other paragraph.

4. INCOME AND USE OF FUNDS

4.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and except as provided below the Company shall not pay or transfer the income or property of the Company, directly or indirectly, by way of dividend, bonus or otherwise, to any Member.

- 4.2 This shall not prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any Member, officer or employee of the Company in pursuance of the Objects;
 - (b) interest on money lent by any Member of the Company at a rate per annum not exceeding two per cent less than the minimum lending rate for the time being prescribed by the Bank of England or three per cent whichever is the greater; or
 - (c) reasonable and proper rent for premises demised or let to the Company by any Member of the Company.
- 4.3 The Company may make Quota Repayments and/or offer Quota Credits to LMCs from time to time. Each Quota Repayment or Quota Credit shall be made pro-rata to all LMCs, save that the Board may, in its absolute discretion, decide:
- (a) not to pay any Quota Repayment or offer any Quota Credit to a LMC which has not paid any Quota Payments in any preceding financial year; and/or
 - (b) to reduce the amount to be paid or credited to any LMC by the cumulative amount of any Quota Payments unpaid by that LMC in any of the preceding financial years which remain unremitted at the date upon which the Board decides to make a Quota Repayment or Quota Credit (unless the LMC and the Board have reached an agreement to pay down any unremitted Quota Payments).
- 4.4 Unless authorised by Special Resolution, the Company shall not:
- (a) make any Quota Repayments of more than £1,000,000 in aggregate in any financial year;
 - (b) offer any Quota Credit with an aggregate value of more than £1,000,000 in any financial year; or
 - (c) make any other payments to Members or to LMCs which would result in a reduction in its Net Assets of over 25% over the course of a 12 month period.

5. LIABILITY OF MEMBERS

5.1 The liability of the Members is limited.

- 5.2 In the event that the Company is wound up while he or she is a Member, or within one year after he or she ceases to be a Member, and the assets of the Company are not sufficient to meet its debts and liabilities and the costs, charges and expenses of winding up, every Member of the Company undertakes to contribute £1 to the assets of the Company, for:
- (a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member;
 - (b) the costs, charges and expenses of winding up; and
 - (c) the adjustments of the rights of the contributories among themselves.

5.3 On the winding up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be paid or distributed to the Members, save that if any Quota Payments remain outstanding from a Member's LMC at the time at which the Company is wound up or dissolved (whether for the current or any former financial year), the amount of the assets or property to be paid or distributed to that Member on the winding up or dissolution of the Company shall be reduced by the amount of Quota Payments which remain unremitted from that Member's LMC at that date. Each Member who receives assets or property as a result of the winding up or dissolution of the Company shall:

- (a) hold such assets and property on trust for; and
- (b) apply such assets or property for the benefit of,
the LMC which appointed him or her.

6. MEMBERSHIP

6.1 Membership of the Company shall be limited to the nominees of LMCs, who may be GPs or any other person whom the relevant LMC deems appropriate to nominate. Each LMC shall be entitled to nominate one natural person as a Member of the Company at any one time (provided that no person may be appointed as a Member on behalf of more than one LMC at any time).

6.2 In order to nominate a person as a Member:

- (a) the LMC must send a written notice to the Company, setting out the name and address of the nominee and confirming that the nominee has consented to be a Member of the Company; and
- (b) the nominee must notify the Company in Writing of their consent to act as nominee for the LMC.

6.3 A LMC can remove any nominee it has appointed and, upon his or her removal appoint another nominee in his or her place by notice in Writing to the Company.

6.4 Upon the termination of a Member's Membership any position on the Board held by that Member shall automatically terminate. For the avoidance of doubt, any nominee of the appointing LMC appointed in replacement shall not be automatically entitled to fill any position on the Board so vacated.

6.5 The details of each nominee who has been validly appointed in accordance with these Articles shall be entered into the Register of Members by the Directors or Secretary. The nominee shall become a Member of the Company or removed as a Member at such time as their name is inserted or removed (as applicable) from the Register of Members.

6.6 The Board may terminate the Membership of a Member without his or her consent by giving him written notice if, in the reasonable opinion of the Board:

- (a) he or she is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Directors into disrepute, including but not limited to the following:
 - (i) the Member has engaged in conduct (pre or post becoming a Member of the Company) which is in the opinion of the Board detrimental to the honour and interests of the medical profession and/or the Company;
 - (ii) a Bankruptcy order is made against them, or the Member makes any arrangement or composition with their creditors; or
 - (iii) the Member is charged with or otherwise convicted of committing any criminal offence (judged according to the laws of England and Wales, but excluding minor road traffic offences that do not carry the risk of a prison sentence) which in the opinion of the Board brings them, the medical profession or any associated body into disrepute;
- (b) the LMC which appointed him or her ceases to exist, including by reason of insolvency or as a result of merging with another LMC;
- (c) he or she has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole;
- (d) the LMC which appointed him or her has been prohibited from nominating a person as a Member following the passing of an ordinary resolution of the Members pursuant to article 6.9; or
- (e) he or she has failed to observe the terms of these Articles.

6.7 Following such termination, the Member shall be removed from the Register of Members by the Directors or Secretary.

6.8 A Member may not transfer his or her Membership to another person.

6.9 Where the Board decides that a LMC has acted or threatened to act in a manner which is contrary to the interests of the Company as a whole (including by way of non-payment of Quota Payments), the Board may resolve to suspend the Membership of the Member nominated by that LMC, and prohibit the LMC from nominating any other person in his or her place. Such suspension shall have immediate effect, provided that if it is not confirmed by ordinary resolution of the Members within 90 days the suspension shall lapse. If confirmed by the Members, the LMC in question shall be prohibited from nominating a person as a Member until the matter in question is resolved to the reasonable satisfaction of the Board.

7. GENERAL MEETINGS

7.1 In each calendar year the Company shall hold a General Meeting of the Members as its 'Annual General Meeting'. Each Annual General Meeting shall be held at least 9 months, and no more than 15 months, after the preceding Annual General Meeting.

7.2 Without prejudice to article 10, the Board may resolve to enable persons entitled to attend and participate in a General Meeting to do so by simultaneous attendance

and participation at a satellite meeting place or places anywhere in the world. The Members present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to participate in, the General Meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chair is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and
- (c) be heard by all other persons so present in the same way,

and the meeting shall be deemed to take place at the place where the chair of the meeting presides (the principal meeting place, with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chair shall be present at, and the meeting shall be deemed to take place at, the principal meeting place and the powers of the chair shall apply equally to each satellite meeting place, including his or her power to adjourn the meeting as referred to in article 12.

8. NOTICE OF GENERAL MEETINGS

8.1 The Board shall give at least 21 Clear Days' notice to the Members of each General Meeting, including each Annual General Meeting. Such notice shall specify the place, date and time of the meeting, the general nature of the business to be conducted at the meeting, and the wording of any Special Resolutions proposed to be passed at such meeting.

8.2 If pursuant to article 10 the Board determines that a General Meeting shall be held partly by means of electronic facility or facilities, the notice shall:

- (a) include a statement to that effect;
- (b) specify the means, or all different means, of attendance and participation thereat, and any access or identification arrangements determined pursuant to article 9.4;
- (c) state whether Members attending the General Meeting by means of electronic facility or facilities will be able to vote at such General Meeting through such electronic facility or facilities or whether they should instead submit a Proxy Notice in respect of any resolutions due to be considered at that meeting; and
- (d) state how it is proposed that persons attending or participating in the meeting electronically should communicate with each other and any physical meeting(s) during the meeting.

8.3 The notice shall specify such arrangements as have at that time been made for the purpose of article 7.2 (if any).

- 8.4 Only those resolutions proposed in the notice of General Meeting shall be considered and voted upon at the General Meeting to which the notice relates.
- 8.5 No resolution proposed to be passed at a General Meeting or Annual General Meeting of the Company which is included in the notice of that meeting may be varied or amended at or prior to the meeting itself unless the amendment:
- (a) is proposed by the chair of the meeting at the General Meeting at which the resolution is to be proposed; and
 - (b) does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 8.6 The non-receipt of a validly sent notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

9. PROCEEDINGS AT GENERAL MEETINGS

- 9.1 The Board shall determine in relation to each General Meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so:
- (a) by means of electronic facility or facilities pursuant to article 10 (and for the avoidance of doubt, the Board shall be under no obligation to offer or provide such facility or facilities, whatever the circumstances); and/or
 - (b) by simultaneous attendance and participation at a satellite meeting place or places pursuant to article 7.2.
- 9.2 No business shall be transacted at a General Meeting unless a quorum is present when the meeting proceeds to business. The quorum for General Meetings shall be Members representing 10% of the total Members present in person (including at any satellite meeting convened pursuant to article 7.2), by electronic means pursuant to article 10 or by proxy.
- 9.3 If, within half an hour from the time appointed for the holding of a General Meeting, a quorum is not present, the meeting (if convened on the requisition of the Members) shall be dissolved, or (in any other case) shall be adjourned for 4 calendar weeks, to reconvene at the same time and place, or at such other place as the Board may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting then those Members present shall be a quorum.
- 9.4 If a General Meeting is held partly by means of an electronic facility or facilities pursuant to article 10, the Board and the chair may make any arrangement and impose any requirement or restriction that is:
- (a) necessary to ensure the identification of those taking part by means of such electronic facility or facilities and the security of the electronic communication; and
 - (b) in its or his or her view, proportionate to those objectives.

- In this respect, the Board may authorise any voting application, system or facility for attendance and participation as it sees fit.
- 9.5 Unless otherwise specified in the notice of meeting or determined by the chair of the meeting, a General Meeting is deemed to take place at the place where the chair of the meeting is at the time of the meeting.
- 9.6 Where a General Meeting is held partly by means of an electronic facility or facilities pursuant to article 10, or through simultaneous attendance and participation at one or more satellite meetings as provided for in article 7.2, persons not physically present at the same place shall be deemed to:
- (a) 'attend' the General Meeting where they have the ability to speak and vote at that meeting (assuming that they have the right to do so); and
 - (b) be able to 'participate' in the General Meeting where they have the ability to exercise any rights they have in relation to that meeting (on the assumption that they have such rights).
- 9.7 In determining whether persons are attending or participating in a meeting held partly by means of an electronic facility or facilities pursuant to article 10, or through simultaneous attendance and participation at one or more satellite meetings as provided for in article 7.2, other than at a physical place or places, it is immaterial where any of them are or how they are able to communicate with each other.
- 9.8 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 9.9 If, at any General Meeting at which Members are entitled to participate by means of electronic facility or facilities determined by the Board pursuant to article 10, any Document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in Electronic Form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.

10. SIMULTANEOUS ATTENDANCE AND PARTICIPATION BY ELECTRONIC FACILITIES

Without prejudice to article 7.2, the Board may resolve to enable persons entitled to attend and participate in a General Meeting to do so by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the General Meeting. The Members present in person or by proxy by means of an electronic facility or facilities (as so determined by the Board) shall be counted in the quorum for, and be entitled to participate in, the General Meeting in question. That meeting shall be duly constituted and its proceedings valid if the chair is satisfied that adequate facilities are available throughout the meeting to ensure that

Members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear all persons who speak at the meeting; and
- (c) be heard by all other persons attending and participating in the meeting.

11. CHAIR OF GENERAL MEETINGS

11.1 The chair of a General Meeting shall be:

- (a) the Chair; or
- (b) (if the Chair is unable to preside) a Member nominated by the Board.

11.2 If such person is not present within 15 minutes after the time appointed for the holding of a General Meeting, or he or she is unwilling to preside, the Members present shall choose one of the Directors present to act as chair of the General Meeting. If there are no Directors present, or all of the Directors present decline to act as chair of the General Meeting, the Members present shall choose a Member to act as the chair.

12. ADJOURNED MEETINGS

12.1 The chair of a meeting may, with the consent of a simple majority of those Members present at a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place.

12.2 No business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

12.3 Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting but otherwise there shall be no requirement to give notice of an adjourned meeting or the business to be transacted at it.

13. VOTING AT GENERAL MEETINGS

13.1 Subject to the Act, at any General Meeting every Member present in person (or by proxy) shall on a show of hands have one vote.

13.2 If the same person has been appointed as a proxy for more than one Member in respect of a General Meeting, that person shall have:

- (a) on a show of hands, one vote; or
- (b) on a poll, one vote per Member who has appointed him or her as his or her proxy.

13.3 A poll may be demanded by:

- (a) the chair of the General Meeting;

- (b) at least three Members present in person or by proxy; or
 - (c) Members present in person or by proxy who between them represent one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 13.4 If a poll is demanded, it shall be taken at such time and in such a manner as the chair of the General Meeting shall direct.
- 13.5 No poll shall be demanded on the election of a chair of a General Meeting, or on any question of adjournment.
- 13.6 If the Board determines that persons attending a General Meeting by means of attendance at a satellite meeting or by means of electronic facility or facilities should be able to exercise the right to vote at that General Meeting, other than through the appointment of a proxy to vote on their behalf, the following provisions of this article 13.6 will apply. A person is able to exercise the right to vote at a General Meeting when:
 - (a) that person is able to vote, during the meeting (or, in the case of a poll, within the time period specified by the chair of the meeting) on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 13.7 A declaration by the chair of the General Meeting that a resolution has been passed, or not passed, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 13.8 Any question of procedure or interpretation regarding voting at General Meetings shall be determined by the Board.
- 13.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the General Meeting shall be entitled to a second or casting vote.

14. PROXIES

- 14.1 Proxies may only validly be appointed by a notice in Writing (a **Proxy Notice**) which:
 - (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General Meeting to which they relate.

- 14.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 14.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 14.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 14.5 To be valid, a Proxy Notice must be deposited at the Company's registered office (or such other place, or sent to such other email address or notified via such website as the Company may specify) at least 48 hours before the time appointed for the holding of the General Meeting to which the Proxy Notice relates.
- 14.6 A person who is entitled to attend, speak or vote at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If a Member who has appointed a proxy in respect of a General Meeting chooses to exercise their vote personally at that General Meeting, and notifies the chair of the General Meeting to that effect either before or at the meeting in question and before the relevant resolution is put to a vote:
- (a) that Member may so vote and their vote shall be counted; and
 - (b) any vote cast by the proxy on behalf of such Member before the Member's notification of their intention to vote personally to the chair shall be disregarded.
- 14.7 An appointment under a Proxy Notice may be revoked by delivering to the Company or to the relevant General Meeting a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 14.8 Subject to article 14.6, a notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 14.9 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

15. THE BOARD

- 15.1 The maximum number of Directors on the Board shall be ten, comprised of:
- (a) up to six Directors elected by the Members in accordance with articles 16.1-16.7 (inclusive) (**Elected Directors**);
 - (b) up to three Directors appointed by the Board (**Independent Directors**); and
 - (c) the Chief Officer (if any).

- 15.2 Of the Elected Directors at least:
- (a) one shall be elected by Members with their principal place of residence in England;
 - (b) one shall be elected by Members with their principal place of residence in Scotland; and
 - (c) one shall be elected by Members with their principal place of residence in Wales.
- 15.3 There shall not be more than three GPC Member Directors at any one time, of which:
- (a) no more than one shall be a member of GPC England;
 - (b) no more than one shall be a member of the Scottish GPC; and
 - (c) no more than one shall be a member of GPC Wales.
- 15.4 If the election or appointment of a person as a Director would cause any of the limits in article 15.3 to be exceeded, such person shall be ineligible to stand for election or to be appointed as an Independent Director unless:
- (a) he or she undertakes to the Board to (and does) resign their membership of the relevant GPC prior to date upon which they are appointed or elected as a Director; or
 - (b) one or more of the existing GPC Member Directors is due to retire (including by rotation) at the next Annual General Meeting pursuant to articles 18 and 22, the new person's term of office would not commence until after that retirement had occurred, and as a result of the forgoing the restrictions in article 15.3 would not be exceeded as a consequence of the new person's appointment; or
 - (c) one or more of the existing GPC Member Directors agrees to stand down as a member of the relevant GPC(s) (although there shall be no obligation on him or her to do so) and as a result the restrictions in article 15.3 would not be exceeded as a consequence of the new person's appointment.
- 15.5 If, as a result of elections held at an Annual General Meeting, the restrictions on the number of GPC Member Directors set out in article 15.3 would be exceeded, which of the relevant candidates for election at that meeting shall be elected shall be decided by the drawing of lots.
- 15.6 If a Director becomes a Member of one or more GPC(s), and in so doing causes the restrictions on the number of GPC Member Directors set out in article 15.3 to be exceeded, the Board shall serve notice on that Director requiring them to resign as a member of the relevant GPC(s) within such time as may be specified by the Directors, failing which they shall be deemed to have resigned their position as a Director.
- 15.7 The Board shall use reasonable endeavours to fill any vacancy amongst the Independent Directors as soon as reasonably practicable.

15.8 If the total number of Directors for the time being is less than six, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a General Meeting so as to enable the Members to appoint further Directors.

16. ELECTED DIRECTORS

16.1 The Board shall invite nominations for Directors from the Members at least three months before the date appointed for the holding of the Annual General Meeting in each calendar year. The Board shall be obliged to seek nominations from the Members to fill any vacancy amongst the Elected Directors due to arise at any Annual General Meeting.

16.2 A Member may nominate him or herself only.

16.3 No person shall be appointed or reappointed a Director at any General Meeting unless he or she has notified the Company in Writing of his or her wish to stand for election or to be reappointed (in the case of a Director retiring by rotation) at least 30 days before the date upon which the meeting is to be held and he or she fulfils the qualification requirements set out in articles 19.1 and 19.2.

16.4 The Board may request that Members who have nominated themselves to serve as Directors attend one or more independent assessment or training sessions prior to standing for election in order to establish their suitability to become a Director of the Company. Failure to attend any such sessions or to achieve a particular standard in any assessment shall not disqualify a Member from standing for election as a Director or from serving on the Board, however, the Board may choose to present the results of any assessment to the Members prior to the Annual General Meeting at which the election of the relevant Director is to be conducted, in order to ensure that the Members are able to judge the suitability of the candidates for election.

16.5 The Board may resolve not to accept the nomination of a person for the office of Director on one of the grounds set out in articles 19.1 or 19.2, or for any other reason as the Board may reasonably determine from time to time.

16.6 The Company will notify the Members of those persons who have been nominated for election and those Directors who have come to the end of a three year term and are eligible for reappointment in advance of the meeting at which the resolution to appoint such persons as Directors is to be decided by the Members.

16.7 Elections to the office of Director held at General Meetings shall take place by means of the 'first past the post' system.

16.8 Subject to article 18, the Board may appoint a Member who is willing to act to be a Director to fill a vacancy amongst the Elected Directors. A Director so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. Such Member shall then be eligible for re-election, but only for a term equal to the term which a retiree would have served but for the vacancy. If not

reappointed at such Annual General Meeting, the Director shall vacate office at the conclusion thereof.

17. THE CHAIR AND CHIEF OFFICER

17.1 The Chair (who may serve as an executive Director, at the discretion of the Board) shall be elected by the Board from its number for a term of up to three years provided that:

- (a) no person may serve as both Chair and Chief Officer; and
- (b) the Chair must not be a member of a GPC.

17.2 Following such term, that Chair shall retire and be immediately eligible for re-appointment for a further term of three years. No person may serve as Chair for more than six years.

17.3 Where a Chair resigns or his or her office is vacated before the expiry of his or her term in office, the Board shall appoint a new Chair as soon as reasonably practicable following such resignation

17.4 Ceasing to hold the position of Chair shall not preclude a person remaining a Director, provided that he or she has not already served for more than the maximum term as provided in article 18.2.

17.5 The Board may appoint a Chief Officer, who will also be appointed to the office of Director, for such term of office as the Board may decide, and may remove any Director so appointed and appoint another person to act in his or her place.

17.6 A person who has ceased to hold the position of Chief Officer, but has served as Chief Officer for less than 9 years, shall be eligible to be appointed as an Independent Director for the remainder of the 9 year period at the discretion of the Board.

18. DIRECTORS' TERM OF OFFICE

18.1 Each Director (whether an Elected Director or Independent Director, but excluding the Chief Officer) shall be appointed to serve for an initial term of three years. Upon the conclusion of that initial term, each such Director shall stand down and then be eligible for re-election or re-appointment for a further term of three years. Upon the conclusion of that second term of three years (if any), each such Director shall stand down and then be eligible for re-election or re-appointment for a final term of three years.

18.2 No Director (other than the Chief Officer) may serve for more than nine years in aggregate (whether or not all of such years of service occur consecutively), and therefore any Director (other than the Chief Officer) who has served for an aggregate of nine years shall be ineligible for election or appointment to the Board for a further term.

19. QUALIFICATIONS OF DIRECTORS

19.1 Each Elected Director must be a Member of the Company.

- 19.2 No person shall be eligible for election or appointment as a Director of the Company if he or she is also:
- (a) an officer or director of the BMA;
 - (b) the Chair or Deputy Chair or other member of the executive team of GPC England;
 - (c) the Chair or Deputy Chair or member of the executive subcommittee of the Scottish GPC;
 - (d) the Chair or Deputy Chair or a member of the executive subcommittee of GPC Wales; and/or
 - (e) an officer of the Royal College of General Practitioners or any similar body or organisation; or
 - (f) any person holding an office or position equivalent to any of the above, or which replaces (in whole or in part) any such office or position (to be determined by the Board, acting reasonably).

20. DIRECTORS' GENERAL AUTHORITY

- 20.1 The Directors are responsible for the management of the Company's business in accordance with its Objects, for which purpose they may exercise all the powers of the Company.
- 20.2 All bona fide acts done by any meeting of the Board or of any committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or 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 Director.

21. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) (in the case of an Elected Director only) that person ceases to be a Member;
- (b) that person ceases to fulfil the qualification requirements set out in article 19.2;
- (c) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (d) a Bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (f) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

- (g) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (h) (that person having been absent from more than two consecutive meetings of the Board without good reason) the Board, acting reasonably, resolves that his or her office shall be vacated.

22. RETIREMENT BY ROTATION

- 22.1 Every term of office of an Elected Director shall commence at the end of each Annual General Meeting at which he or she is appointed and end at the conclusion of each relevant Annual General Meeting at which his or her term expires (or earlier if the Elected Director ceases to be a Member of the Company).
- 22.2 At each Annual General Meeting elections shall be held so as to fill any vacancies that will arise at the conclusion of such meeting. All elections shall be conducted on a 'first past the post' basis (subject to article 15.5). Any Director who will cease to hold office at the conclusion of an Annual General Meeting shall be eligible for re-election at that meeting (save for any Director who has served for nine years or more).
- 22.3 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director shall, if willing to act and if he or she has not served the maximum term of 9 years set out in article 18.2, be deemed to have been reappointed unless at the meeting:
 - (a) a resolution for the reappointment of the Director is put to the meeting and lost; or
 - (b) the retiring Director becomes ineligible for appointment as a result of article 15.5.

23. DECISION MAKING BY DIRECTORS

- 23.1 The Directors may make decisions either by:
 - (a) a majority decision at a meeting; or
 - (b) all Eligible Directors indicating to each other by any means that they share a common view on a matter, including by resolution in Writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in Writing.
- 23.2 A decision may not be taken in accordance with article 23.1(b) if the Eligible Directors would not have formed a quorum if the matter in question had been considered at a meeting of the Directors.

24. QUORUM FOR DIRECTORS' MEETINGS

- 24.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

24.2 The quorum for Directors' meetings is at least 50% of the Directors in office from time to time, including at least one Elected Director and either the Chair or the Chief Officer.

24.3 No matter shall be considered at a Directors' meeting if the number of Eligible Directors present is insufficient to form a quorum in relation to that matter.

25. CALLING A DIRECTORS' MEETING

25.1 A Director or the Secretary may, and on the request of a member of the Board the Secretary shall, at any time, summon a meeting of the Board by notice served upon each member of the Board.

25.2 Notice of a Directors' meeting must be given to each Director in Writing and must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

26. CHAIRING DIRECTORS' MEETINGS

26.1 The Chair shall be entitled to preside at all meetings of the Board at which he or she is present.

26.2 If the Chair is not present at any meeting of the Board within 15 minutes after the time appointed for holding the meeting, the members of the Board present shall choose one of the other members of the Board to be Chair of the meeting.

26.3 If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote. But this does not apply if, in accordance with these Articles, the Chair or other Director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

27. DIRECTORS MAY DELEGATE

27.1 The Board may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,
as they think fit.

27.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

27.3 The Directors may revoke any delegation or authorisation in whole or part, or alter its terms and conditions.

28. COMMITTEES

28.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

28.2 The Directors may make rules of procedure for all or any committees. If any of those rules are inconsistent with any part of these Articles, those rules shall prevail over the relevant provision of these Articles (but only insofar as they relate to the relevant committee).

28.3 Each committee shall act within the terms of the authority delegated by the Board.

29. RECORDS OF MEETINGS

29.1 The Board shall use reasonable endeavours to ensure that minutes of each meeting of the Board and of any committee are produced and circulated to the Directors within 20 Business Days after the meeting was held and included in the papers circulated to the Directors for the next Board meeting.

29.2 In accordance with section 248 of the Act, the Directors must ensure that the Company keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

30. DIRECTORS' CONFLICTS OF INTEREST

30.1 Where a Director is in a position which may result in a Conflict of interest against the Company, then the Directors shall have the authority to approve and ratify such Conflict as set out under section 175 of the Act, provided that the Director in question does not vote or form part of the quorum at any Board meeting at which the Directors consider the resolution to authorise such Conflict.

30.2 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he or she is interested;

- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he or she is interested;
- (d) may act by himself or his or her firm, practice or LMC in a professional capacity for the Company (otherwise than as auditor) and he or she or his or her firm, practice or LMC shall be entitled to remuneration for professional services as if he or she were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the Act.

31. DIRECTORS' REMUNERATION

- 31.1 Directors may undertake any services for the Company that the Board decides.
- 31.2 The Board shall establish a remuneration committee (which may be by means of appointing an external body) in order to assess the remuneration paid to the Directors from time to time.
- 31.3 Directors are entitled to such remuneration as the Board determines, taking into account the recommendations of the remuneration committee, pursuant to the terms of their contract with the Company:
- (a) for their services to the Company as Directors; and
 - (b) for any other service which they undertake for the Company.
- 31.4 A Director's remuneration may:
- (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 31.5 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 31.6 Directors are accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

32. SECRETARY

The Directors may appoint any person who agrees to act as the 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, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

33. STATUTORY AND FINANCIAL RECORDS AND STATEMENTS

33.1 The Directors shall comply with the requirements of the Act as to maintaining the Company's statutory registers, keeping financial records, the audit or examination of accounting records and the preparation and transmission to the Registrar of Companies of:

- (a) annual financial statements; and
- (b) annual returns.

33.2 Accounting records relating to the Company must be made available for inspection by any of the Directors at any reasonable time during normal office hours.

33.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being officers of the Company, and no Member (not being an officer) shall have any right of inspecting any account or book or Document of the Company except as conferred by statute or authorised by the Board or by the Company in General Meeting.

33.4 The Board shall present the annual financial statements made up to the Company's accounting reference date of 31 December (or such other date as may be determined from time to time) in the preceding financial year to the Members at the Annual General Meeting each year.

33.5 The Board shall procure that the Company's annual financial statements are audited if and to the extent required by law.

34. NOTICES

34.1 The Company may deliver a notice or other Document to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the Register of Members;
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the Register of Members;
- (c) by electronic mail to an address notified by the Member in Writing; or
- (d) by a website, the address of which shall be notified to the Member in Writing.

34.2 This article does not affect provisions in any relevant legislation or the Articles requiring notices or Documents to be delivered in a particular way.

- 34.3 Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic mail, one hour after the Document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 34.3, no account shall be taken of any part of a day that is not a Business Day.

- 34.4 In proving that any notice, Document or other information was properly addressed, it shall be sufficient to show that the notice, Document or other information was delivered to an address permitted for the purpose by the Act.

35. INDEMNITY

- 35.1 Subject to article 35.2, every Director or former Director or other officer and every employee of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him in the execution of his or her duties or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer or employee, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.
- 35.2 Article 35.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 35.3 Pursuant to section 233 of the Act the Company may purchase and maintain indemnity insurance cover for any Director or former Director or other officer or employee of the Company in respect of any loss or liability which has been or shall be incurred by such a Director, officer or employee in connection with their duties or powers in relation to the Company.