

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**The NHS Confederation**

**Company No: 04358614**



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# **The Companies Act 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of The NHS Confederation**

**Company No: 04358614**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

- 2.1 The objects of the Charity are the relief of sickness and the preservation and protection of public health.

##### **3. Powers**

- 3.1 To further its objects the Charity may:

- 3.1.1 foster co-operation and inter-communication between National Health Service (NHS) statutory and non-statutory management bodies, government departments, the health professions, other health organisation and providers, local authorities and other charitable institutions;
- 3.1.2 educate the public in the needs of the NHS;
- 3.1.3 give and exchange information and advice and to promote education in all matters relating to the NHS;
- 3.1.4 provide and assist in the provision of money, materials or other help;
- 3.1.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.6 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.7 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.8 provide or procure the provision of counselling and guidance;
- 3.1.9 provide or procure the provision of advice;

- 3.1.10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.11 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.12 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.13 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.14 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.15 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.16 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.17 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.18 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.19 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;
- 3.1.20 accept (or disclaim) gifts of money and any other property;
- 3.1.21 raise funds by way of subscription, donation or otherwise;
- 3.1.22 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.23 incorporate and acquire subsidiary companies to carry on any trade, provided that such subsidiary companies must operate in accordance with all applicable laws and in line with the values of the Charity;
- 3.1.24 subject to Article 4:
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- 3.1.25 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.26 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.1.27 undertake and execute charitable trusts;
- 3.1.28 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.1.29 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.31 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.32 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.1.33 do all such other lawful things as may further the Charity's objects.

#### **4. Application of Income and Property**

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity. Provided that nothing in these Articles shall prevent any payment in good faith by the Charity:
  - 4.1.1 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - 4.1.2 of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
  - 4.1.3 of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding two (2) per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

- 4.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 4.1.5 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- 4.1.6 to any Trustee of reasonable out-of-pocket expenses;
- 4.1.7 to any Trustee pursuant to an indemnity from the Charity in the circumstances specified in Article 6;
- 4.1.8 of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 189 of the Charities Act 2011, which the trustees may arrange to purchase out of the funds of the Charity and the Trustees are entitled to benefit from any Trustee indemnity insurance cover so purchased;
- 4.1.9 to a Trustee for the provision of services where such reasonable and proper remuneration is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011; and
- 4.1.10 to the chair of the Trustees for carrying out the role of chair of the Trustees, at a remuneration level that has been given the prior written consent of the Charity Commission and which is in accordance with all regulatory requirements of the Charity Commission and any legal requirements.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of Members**

- 5.1 The liability of each Member (as defined in Article 22) is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:
  - 5.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

- 6.1 The Charity may indemnify a relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 6.2 In this Article, "relevant Trustee" means any Trustee or former Trustee of the Charity.

## **TRUSTEES**

### **TRUSTEES' POWERS AND RESPONSIBILITIES**

#### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

#### **8. Chair**

The Trustees may appoint and remove a person to act as Chair in accordance with the Byelaws.

#### **9. Trustees may delegate**

9.1 Subject to the Articles and the Byelaws, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee, which shall in the usual course of events be to the Chief Executive.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit, subject to any provision of the Byelaws.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

#### **10. Committees**

10.1 The Trustees must establish committees for the purpose of pursuing the Charity's objects in Wales and Northern Ireland respectively, on terms further described in the Byelaws.

10.2 The meetings and proceedings of any committee shall be governed by the Byelaws.



**11. Delegation of day to day management powers**

11.1 In the case of delegation of the day to day management of the Charity to the Chief executive or other manager or managers:

11.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

**12. Delegation of investment management**

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

12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;

12.1.2 timely reports of all transactions are provided to the Trustees;

12.1.3 the performance of the investments is reviewed regularly with the Trustees;

12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;

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

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

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

**13. Power to change name of Charity**

13.1 The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting.

## **DECISION-MAKING BY TRUSTEES**

### **14. Trustees to take decisions collectively**

14.1 The Trustees must make decisions and call meetings in accordance with the Byelaws.

### **15. Conflicts of interest**

#### ***Declaration of interests***

15.1 Unless Article 15.2 applies, a Trustee must declare the nature and extent of:

15.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

15.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

15.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

#### ***Participation in decision-making***

15.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

15.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

15.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.1.8;

(b) payment under the indemnity set out at Article 6; and

(c) reimbursement of expenses in accordance with Article 4.1.6; or

15.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 15.5.

15.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 15.5, he or she must:

- 15.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 15.5.2 not be counted in the quorum for that part of the process; and
- 15.5.3 withdraw during the vote and have no vote on the matter.

#### ***Continuing duties to the Charity***

- 15.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
  - 15.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
  - 15.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

#### **16. Register of Trustees' interests**

The Trustees must ensure a register of Trustees' interests is kept.

#### **17. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

#### **18. Byelaws**

The Trustees may from time to time make, repeal or alter such Byelaws as they think fit as to the management of the Charity and its affairs by decision of at least 75% of the total number of Trustees at a meeting or in Writing. Such Byelaws shall be binding on the Charity, the Trustees, the Members and associate members (of whichever category defined under the Byelaws), provided that no byelaw shall be inconsistent with the Companies Acts, the Articles or any rule of law.

### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

#### **19. Number of Trustees**

There shall be at least three and no more than 15 Trustees.

#### **20. Appointment of Trustees and retirement of Trustees by rotation**

- 20.1 The appointment and retirement of Trustees shall be governed by the Byelaws.

## **21. Disqualification and removal of Trustees**

21.1 A Trustee shall cease to hold office if:

21.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

21.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

21.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

21.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

21.1.5 he or she is deemed to automatically retire from office by rotation under the provisions of the Byelaws;

21.1.6 he or she is deemed to automatically cease to hold office by reason of his or her nomination network or board ceasing to exist, in accordance with the Byelaws;

21.1.7 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

21.1.8 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

21.1.9 he or she ceases to be a Member of the Charity.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

## **22. Trustees as Members**

22.1 The Trustees from time to time shall be the only Members of the Charity.

22.2 A Trustee shall become a Member on becoming a Trustee. All new Trustees are treated as having agreed to become Members of the Charity.

## **23. Termination of membership**

23.1 A Member shall cease to be a Member if he or she ceases to be a Trustee.

23.2 Membership is not transferable and shall cease on death.

24. **Associate members**

- 24.1 The Trustees may, within the Byelaws, establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with the Byelaws, provided that no such associate members shall be Members of the Charity for the purposes of the Articles or the Companies Acts.
- 24.2 The Trustees shall establish a Members' council on terms set out in the Byelaws. The role of the Members' council will be to represent the views of persons admitted as associate members under the Byelaws.

**DECISION-MAKING BY MEMBERS**

25. **Members' Meetings**

- 25.1 The Trustees may call a general meeting of the Members at any time.
- 25.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 25.3 Members are entitled to attend and participate in general meetings either by attending in person, by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants (including by use of any electronic means).

26. **Written resolutions**

**General**

- 26.1 Subject to this Article 26 a written resolution agreed by:
- 26.1.1 Members representing a simple majority; or
- 26.1.2 (in the case of a special resolution) Members representing not less than 75%;
- of the total voting rights of eligible Members shall be effective.
- 26.2 On a written resolution each Member shall have one vote.

**Circulation**

- 26.3 A copy of the proposed written resolution must be sent to every eligible Member together with a statement informing the Member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 26.4 In relation to a resolution proposed as a written resolution of the Charity the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 26.5 The required majority of eligible Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

### ***Signifying agreement***

- 26.6 A Member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 26.6.1 identifying the resolution to which it relates; and
- 26.6.2 indicating the Member's agreement to the resolution.
- 26.7 For the purposes of Article 26.6:
- 26.7.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 26.7.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Charity; or
  - (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 26.8 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **27. Communications by the Charity**

#### ***Methods of communication***

- 27.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts 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 the Charity, including without limitation:
- 27.1.1 in Hard Copy Form;
- 27.1.2 in Electronic Form; or
- 27.1.3 by making it available on a website.
- 27.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in

Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 27.3 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 which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 27.4 A Member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 27.5 Where any Document or information is sent or supplied by the Charity to the Members:
- 27.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 27.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 27.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 27.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 27.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 27.7.1 if the Document or information has been sent to a Member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Charity's register of Members, but may in its discretion choose to do so;
- 27.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and
- 27.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 27.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.
- 27.9 Notices of general meetings need not be sent to a Member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Charity does not have a current Address.

### **28. Communications to the Charity**

The provisions of the Companies Acts shall apply to communications to the Charity.

### **29. Secretary**

- 29.1 A Secretary must be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 29.1.1 the Trustees must use their best efforts to appoint a replacement Secretary as soon as possible;
- 29.1.2 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 29.1.3 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **30. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **31. Minutes**

- 31.1 The Trustees must ensure minutes are made:
- 31.1.1 of all appointments of officers made by the Trustees;
- 31.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 31.1.3 of all proceedings at meetings of the Charity and of the Trustees, including the names of the Trustees present at each such meeting;
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings



were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Charity, be sufficient evidence of the proceedings.

**32. Records and accounts**

32.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

32.1.1 annual reports;

32.1.2 annual statements of account; and

32.1.3 annual returns or confirmation statements.

**33. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**34. Winding up**

34.1 The Charity may be dissolved by a resolution passed by a three-fourths majority of those Members present in person or through a representative or proxy and voting at a general meeting convened for the purpose and in respect of which not less than 6 weeks' notice shall have been given to the Members. Such resolution shall give instructions for the disposal of any assets held by or in the name of the Charity in accordance with paragraph 34.2 below.

34.2 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by paragraph 4 above, chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	<b>Term</b>	<b>Meaning</b>
1.1	<b>"Address"</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>"Articles"</b>	the Charity's articles of association;
1.3	<b>"Byelaws"</b>	the byelaws created and amended pursuant to Article 18;
1.4	<b>"Chair"</b>	has the meaning given in Article 8;
1.5	<b>"Charity"</b>	The NHS Confederation;
1.6	<b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	<b>"Clear Days"</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	<b>"Companies Acts"</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9	<b>"Connected"</b>	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none"><li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</li><li>(b) the spouse or civil partner of any person in (a); or</li><li>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li><li>(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</li></ul>
1.10	<b>"Document"</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

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| 1.11 | <b>"Electronic Form" and "Electronic Means"</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.12 | <b>"Financial Expert"</b>                       | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.13 | <b>"Hard Copy" and "Hard Copy Form"</b>         | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.14 | <b>"Member"</b>                                 | means a company law member of the Charity (and not any form of associate member described in the Byelaws);   |
| 1.15 | <b>"Public Holiday"</b>                         | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;                   |
| 1.16 | <b>"Secretary"</b>                              | the secretary of the Charity (if any);   |
| 1.17 | <b>"Subsidiary Company"</b>                     | any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 | <b>"Trustee"</b>                                | a director of the Charity, and includes any person occupying the position of director, by whatever name called; and  |
| 1.19 | <b>"Writing"</b>                                | 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.             |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.

