

Company No: 05088553

Charity No: 1105321

**THE COMPANIES ACT 2006**

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

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**ARTICLES OF ASSOCIATION**

OF

**MULTIPLE SCLEROSIS INTERNATIONAL FEDERATION**

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Incorporated on 30 March 2004

Adopted by a Special Resolution on 3 November 2009

Amended on 12 November 2011

Amended on 11 April 2019

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1. In these Articles:-

"the Act"	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
"the Articles"	means these Articles of Association of the Company;
"Associate Non-Voting Members"	means those organisations or groups admitted by the Board as members of the Company but not having the right to vote at general meetings;
"biennial general meeting"	means the biennial general meeting of the Company held every 2 years in accordance with Article 20;
"the Board"	means the board of directors of the Company;
"the chairperson"	means the President or such other person as may be appointed in accordance with Articles 26, 27 or 74 to be chairperson;
"the Chief Executive Officer"	means the most senior employee of the Company appointed as such by the Board;
"clear days"	in relation to the period of a notice means the 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;
"the Company"	means the above-named company;
"the Company Secretary"	means the company secretary of the Company (if any) or any other person appointed to perform the duties of the company secretary of the Company;

"electronic communication"	has the same meaning as in the Electronic Communication Act 2000;
"executed"	includes any mode of execution;
"Full Voting Members"	means those organisations or groups admitted by the Board as members of the Company having the right to vote at general meetings;
"Material Benefit"	means a benefit which may not be financial but has a monetary value;
"Members"	means all the persons admitted to membership (of any class or category) of the Company whether entitled to vote at general meetings or not;
"month"	means a calendar month;
"Nominating Committee"	means the nominating committee as elected by the Company in general meeting;
"Office"	means the registered office of the Company;
"the President"	means the person appointed in accordance with Article 79 to be President;
"the seal"	means the common seal of the Company if it has one;
"the Secretary"	means the person (if any) appointed in accordance with Article 79 to be Secretary;
"these presents"	means the Articles and the regulations of the Company from time to time in force;
"the Treasurer"	means the person appointed in accordance with Article 79 to be Treasurer;
"Trustee"	means a member of the Board;
"the United Kingdom"	means Great Britain and Northern Ireland;
"Voting Delegate"	means a delegate appointed by a Full Voting Member in accordance with Article 42 to vote on behalf of such Full Voting Member at general meetings of the Company

words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders; and words importing persons shall include corporations.

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

2. The Company's name is Multiple Sclerosis International Federation (and in this document it is called "the Company").
3. The Company's registered office is to be situated in England.
4. The objects for which the Company is established are to support and relieve persons affected by multiple sclerosis and allied conditions worldwide by: -
  - 1) Promoting, stimulating and encouraging scientific research worldwide for the public benefit by the dissemination of information and knowledge into the causes of and cure and treatment for multiple sclerosis and allied conditions with the aim of eliminating multiple sclerosis;
  - 2) Aiding, supporting and relieving persons who are affected by multiple sclerosis and allied conditions, to encourage them in every way possible to achieve their full potential as members of society by improving their quality of life;
  - 3) Providing information, advice and support to further the development and work and promote the efficiency and effectiveness of voluntary national multiple sclerosis organisations or the formation of such organisations;
  - 4) Educating the general public about multiple sclerosis by, amongst other things, collecting and disseminating scientific and educational information relating to multiple sclerosis;
  - 5) Such other charitable purposes as the Trustees shall in their absolute discretion from time to time decide.
5. In furtherance of the objects set out above but not otherwise the Company may exercise the following powers:-
  - (1) to make grants and loans to (whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise) or to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by, any person, charity, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Company;
  - (2) to award scholarships, exhibitions, bursaries or maintenance allowances tenable at any school, university or other educational establishment approved by the Trustees;
  - (3) to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
  - (4) to promote the provision of medical aid, rehabilitation, advice, counseling and guidance;
  - (5) to promote or carry out research;
  - (6) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any

form including books, pamphlets, reports, journals, films, tapes, video tapes, programmes or web-based material that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing contributors and others of the needs or progress of the Company;

- (7) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions; provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- (8) to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings, public fund-raising or otherwise as may from time to time be deemed expedient; provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by these Articles or by law to do so;
- (9) to carry out any trade insofar as (a) the trade is exercised in the course of carrying out the primary objects of the Company or (b) the trade is temporary or ancillary to the carrying out of the objects of the Company or (c) the profits of such trade are not liable to tax;
- (10) to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (11) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (12) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- (13) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (14) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (15) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit;
- (16) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;

- (17) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
- (a) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
  - (c) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and to report regularly on the performance of investments managed by them;
  - (d) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
  - (e) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
  - (f) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (18) to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (19) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from criminal or willful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Company;
- (20) to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- (21) to set aside funds for special purposes or as reserves against future expenditure;
- (22) to establish and support or aid in the establishment and support of any charities, companies or associations in any way connected with the purposes of the Company or calculated to further its objects;
- (23) to act as trustee of any special charitable trust whether established by the Company or otherwise and generally to undertake, act as trustee of and execute

any charitable trust or institution which may lawfully be undertaken by the Company and may be conducive to its objects;

- (24) to establish and control or jointly with others aid in the establishment and control of one or more companies to assist, or act as agents for, or trading subsidiaries of, the Company;
  - (25) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them;
  - (26) to amalgamate with any companies, institutions, societies, trusts or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by these Articles;
  - (27) to enter into contracts to provide services to or on behalf of other bodies;
  - (28) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (29) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
6. (1) The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in these Articles and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members but:
- (a) Members who are not Trustees may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
  - (b) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company;
  - (c) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
  - (d) Members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- (2) A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:
- (a) as mentioned in Articles 5(19) regarding insurance premiums, 6(1)(b) regarding interest, 6(1)(c) regarding rent or 6(3) regarding goods or services;
  - (b) subject to the written authorisation of the Board, reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company including attendance at meetings of the Board (or its committees or sub-committees or general meetings);

- (c) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
  - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
  - (e) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission for England and Wales in advance).
- (3) Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if:
  - (a) the goods or services are actually required by the Company;
  - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6(4) below;
  - (c) no more than one half of the Trustees are subject to such a contract in any financial year.
- (4) Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Board or a committee that has been duly appointed by the Board, the Trustee concerned must:
  - (a) declare an interest at or before discussion begins on the matter;
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (c) not be counted in the quorum for that part of the meeting;
  - (d) withdraw during the vote and have no vote on the matter.
- 7. The liability of the Members is limited.
- 8. Every Full Voting Member undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while it is a Full Voting Member or within 1 year afterwards, for payment of the Company's debts and liabilities contracted before it ceases to be a Full Voting Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 9. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Company; and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 6 above, chosen by the Full Voting Members at or before the time of dissolution and if that cannot be done then to some other charitable object.



## MEMBERSHIP OF THE COMPANY

10. The number of Members with which the Company proposes to be registered is unlimited.
11. The Full Voting Members shall be the subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership as a Full Voting Member from time to time.
12. The Associate Non-Voting Members shall be admitted to membership by the Board.
13. The Company may from time to time resolve upon the creation of other classes of members of the Company (including honorary members) provided that the rights of such other classes of members do not extend to voting at general meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at general meetings) as may be specified in the resolution.
14. Except in respect of the subscribers to the Memorandum of Association, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
15.
  - (1) The Board shall admit to membership organisations as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any organisation as a Member.
  - (2) In respect of Full Voting Members, the Board can accept as a Full Voting Member more than 1 organisation from each country.
  - (3) In respect of Associate Non-Voting Members, the Board can admit more than 1 organisation from each country.
16. The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members including Members of the same class.
17. Membership shall not be transferable and a Member shall cease to be a Member:-
  - (1) in the case of an organisation, if it ceases to exist;
  - (2) by giving 6 months notice in writing to the Company Secretary of the Member's intention to resign. The Member is deemed to have resigned 6 months after the date the letter of resignation is received at the Office providing after resignation the number of Full Voting Members is not less than 2;
  - (3) by two-thirds vote of all the Full Voting Members at a general meeting of the Company for any reason which may seem proper to the Full Voting Members in their absolute discretion. The Member whose membership is being determined shall be given the opportunity to be heard and/or present that Member's case to the Company. If the Member is a Full Voting Member it shall not be entitled to vote;
  - (4) unless otherwise agreed by the Board, if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid 1 month after notice is served on the Member on behalf of the Board informing the Member

that it will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any person or organisation removed on this ground on the Member paying such part of the sum due as the Board may determine;

- (5) at the discretion of the Board if the Member shall not have attended any of the last three biennial general meetings of the Company either in person or in accordance with Article 38 (relating to telephone conferencing) or by proxy;
- (6) if the Member shall have moved from its last known address recorded in the register of Members of that class more than 3 months previously without giving a new address for correspondence.

### **PATRONS**

18. The Board may in its discretion appoint any person to be a patron of the Company (and remove any patron) on such terms as they shall think fit.
19. A patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice of general meetings as if a Member and shall also have the right to receive accounts of the Company when available to Members.

### **GENERAL MEETINGS**

20. The Company shall in alternate years hold a biennial general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 28 months shall elapse between the date of one biennial general meeting of the Company and that of the next. Biennial general meetings shall be held at such times and places as the Board shall determine.
21. All general meetings other than biennial general meetings shall be called general meetings. The Board may call general meetings and, on the requisition of Full Voting Members holding not less than one-tenth of the total voting rights of all Members, shall within 21 days from the date of the deposit of the requisition convene a general meeting for a date not later than 8 weeks after the deposit of the requisition.

### **NOTICE OF GENERAL MEETINGS**

22. A biennial general meeting or a general meeting, called for the passing of a special resolution appointing a person or persons as a Trustee or Trustees, shall be called by at least 40 clear days' notice. All other general meetings shall be called by at least 14 clear days' but not more than 60 days' notice but a general meeting may be called by shorter notice if it is so agreed;
  - (1) in the case of an biennial general meeting, by all the Full Voting Members entitled to attend and vote at such meeting; and
  - (2) in the case of any other meeting by a majority in number of Full Voting Members having a right to attend and vote at such a meeting, being a majority together holding not less than 95% of the total voting rights at that meeting of all the Full Voting Members.
23. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of a biennial general meeting, shall specify the meeting as such. The notice shall also contain a statement setting out the right of

Members to appoint a proxy under section 324 of the Act and these Articles. The notice shall be given to all Members, Trustees, patrons and the auditors.

### **PROCEEDINGS AT GENERAL MEETINGS**

24. No business shall be transacted at any general meeting unless a quorum is present. Two fifths (rounding fractions up) of the total number of Full Voting Members as represented by their Voting Delegates or proxies shall constitute a quorum.
25. If a quorum is not present within 1 hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such date, time and place as the Board may determine.
26. The President or in his/her absence some other Trustee nominated by the Board shall preside as chairperson of the meeting, but if neither the President nor such Trustee (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairperson and, if there is only 1 Trustee present and willing to act, he or she shall be chairperson.
27. If no Trustee is willing to act as chairperson, or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the Voting Delegates present shall choose one of their number to be chairperson.
28. At the start of all general meetings of the Company, the names of the delegates appointed by the Full Voting Members (including Voting Delegates) and Associate Non-Voting Members shall be submitted to the chairperson of the meeting as the first item of business after the meeting has convened.
29.
  - (1) A Trustee shall be entitled to attend and speak (but not vote unless a Full Voting Member) at any general meeting.
  - (2) Each Associate Non-Voting Member shall be entitled to appoint up to three delegates and up to three alternate delegates to represent it at general meetings. Any or all of the delegates appointed shall be entitled to attend general meetings and shall have the right to be heard at general meetings but not to vote. The names of such delegates shall be submitted to the Company Secretary in the form prescribed under Article 40 or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve.
30. The chairperson may, with the consent of 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, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least 30 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
31. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - (1) by the chairperson; or
  - (2) by at least 2 Full Voting Members as represented by their Voting Delegates or their proxies; or

- (3) by a Full Voting Member (as represented by its Voting Delegate) or Full Voting Members (as represented by their Voting Delegates) or their proxies and representing not less than one-tenth of the total voting rights of all the Full Voting Members having the right to vote at the meeting.
32. Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, 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 the resolution.
33. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairperson. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
34. A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
35. A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 15 clear days notice shall be given specifying the time and place at which the poll is to be taken.
36. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson shall be entitled to a casting vote in addition to any other vote he or she may have.
37. Subject to the provisions of the Act a resolution in writing signed by the duly authorised representatives of the requisite majority of the Full Voting Members for the time being entitled to receive notice of and to attend and vote at any general meetings shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held. For this purpose the written resolution may be set out in more than one document.
38. Members and members of any committee (including the Nominating Committee) may participate in or hold a meeting of the Company or any committee (as the case may be) by means of conference telephone or other suitable electronic means agreed by the Members (or members of any committee as the case may be) in which all participants may communicate with all the other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Company or a committee (as the case may be) duly convened and held with such persons physically present.

## **VOTES OF FULL VOTING MEMBERS**

39. Each Full Voting Member shall be entitled to 1 vote at a general meeting of the Company.
40. Full Voting Members shall be entitled to appoint up to three delegates and up to three alternate delegates to represent it at general meetings and the names of such delegates shall be submitted to the Company Secretary in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:-

**Multiple Sclerosis International Federation**

*We [name of organisation] being a Full Voting Member of the above-named Company hereby appoint*

*[name/s and address/es of delegate/s],*

*to attend on our behalf at the [Biennial/Adjourned] General Meeting of the above-named Company to be held on the ..... day of ..... and any adjournment thereof.*

*Signed:*

*Date:*

41. Any or all of the delegates appointed shall be entitled to attend general meetings and shall have the right to be heard at general meetings.
42. Only 1 delegate as appointed by a Full Voting Member shall be entitled to vote on behalf of a Full Voting Member at general meetings and the name of such Voting Delegate shall be submitted to the Company Secretary in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:

**Multiple Sclerosis International Federation**

*We [name of organisation] being a Full Voting Member of the above-named Company hereby appoint as our Voting Delegate*

*[name and address of delegate], or failing him/her,*

*[name and address of first substitute], or failing him/her,*

*[name and address of second substitute],*

*to vote on our behalf at the [Biennial/Adjourned] General Meeting of the above-named Company to be held on the ..... day of ..... and any adjournment thereof.*

*Signed:*

*Date:*

43. In the event of the resignation, incapacity or death of a delegate who shall be the sole representative of a Full Voting Member and therefore its Voting Delegate, a successor shall be appointed by such Full Voting Member and the name of such successor shall be submitted to the Company Secretary in the form prescribed in Article 42 above.

44. No Full Voting Member shall be entitled to vote at any general meeting unless it has paid the prior year's membership dues in full.
45. No Full Voting Member shall debate or vote on any matter in which it is personally interested without the permission of the majority of the Full Voting Members present and voting.
46. Any Full Voting Member entitled to attend and vote at any meeting of the Company shall be entitled to appoint another organisation (in which case a duly authorised representative of the organisation shall be appointed as proxy and named in the prescribed form under Article 47) or person or persons (whether a Member or not) as its proxy or proxies to attend, speak and vote (by show of hands or poll) instead of it.
47. The appointment of a proxy shall be signed for and on behalf of the Full Voting Member by a duly authorised officer of the Full Voting Member and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:-

***Multiple Sclerosis International Federation***

*We [Full Voting Member's name and address] being a Full Voting Member of the above-named Company hereby appoint*

*[name and address of proxy holder] or failing him/her,*

*[name and address of substitute],*

*as our proxy to vote on our behalf at the [Biennial/Adjourned] General Meeting of the Company to be held on the ..... day of ..... and any adjournment thereof.*

*Signed:*

*Date:*

48. (1) The appointment of a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall
  - (a) in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
  - (b) in the case of an appointment contained in an electronic communication be received at such an address which has been specified for the purpose of receiving electronic communications
    - (i) in the notice concerning the meeting, or
    - (ii) in any instrument by proxy sent out by the Company in relation to the meeting, or
    - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll, taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded;

and in default the appointment of proxy shall not be treated as valid.

- (2) No appointment of a proxy shall be valid after the expiration of 3 months from the date of its execution.
  - (3) In calculating the periods mentioned in Article 48(1) no account shall be taken of any part of a day that is not a working day.
- 49. In Article 48 "address" in relation to electronic communications, includes any number or address used for the purposes of such communications.
  - 50. An appointment of a proxy shall be deemed to confer authority to vote on a show of hands, to demand or join in demanding a poll.
  - 51. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.
  - 52. A vote given or poll demanded by a Voting Delegate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
  - 53. A vote given or poll demanded in accordance with the terms of an appointment of proxy shall be valid notwithstanding the previous cessation of existence of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the cessation of existence or revocation of the Full Voting Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **THE BOARD**

- 54. The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 55. The first Trustees shall be: George Loudon, Sarah Phillips and Robert Inchyra, who shall be deemed to have been appointed under the Articles. Future members of the Board shall be appointed as provided subsequently in the Articles.

56. Except to the extent permitted by Article 6, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

### **POWERS OF THE BOARD**

57. Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by statute or by these presents required to be exercised by the Company in general meeting. No alteration to the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
58. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
59. The Board shall have power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes of and conditions of membership and the rights and privileges of Members; as to the duties of any officers or servants of the Company; as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.
60. The Board and the Company in general meeting shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

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

61. Subject to Articles 55 and 66, Trustees shall only be appointed at a general meeting of the Company on the recommendation of the Nominating Committee.
62. Those Trustees appointed at a biennial general meeting or at a general meeting shall retire at the next biennial general meeting or general meeting being not less than 18 months after their appointment.
63. No person shall be appointed or re-appointed a Trustee at any general meeting:
- (1) unless he or she has attained the age of 18 years;
  - (2) in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 69 (disqualification and removal of Trustees);
  - (3) unless he or she is recommended by the Nominating Committee.
64. Not less than 40 clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Nominating Committee for appointment or re-appointment as a Trustee at the meeting. The notice shall give the particulars of that



person which would, if he or she were so appointed or re-appointed, be required to be included in the Company's register of the members of Board.

65. Subject as aforesaid, the Company may from time to time in general meeting increase or reduce the number of Trustees and determine in what rotation such increased or reduced number shall go out of office and may on the recommendation of the Nominating Committee make the appointments necessary for effecting any such increase.
66. (1) In the period between two biennial general meetings, the Board shall have the power, on the recommendation of the Nominating Committee, to appoint a maximum of three Trustees.
- (2) In the event of the removal or disqualification of a Trustee in accordance with Articles 69 and 70 or the resignation, incapacity or death of a Trustee, a successor to serve the remainder of his or her term may be proposed by the Nominating Committee and appointed by the Board.
- (3) A Trustee so appointed in accordance with Article 66.1 and 66.2 shall serve until the next biennial general meeting of the Company at which the appointment of Trustees is to be considered. A Trustee appointed in accordance with this Article may be re-elected or re-appointed for additional full terms in addition to this interim appointment but if he or she is not re-appointed at such biennial general meeting he or she shall vacate office at the conclusion of that meeting.
67. Subject as aforesaid, a Trustee who retires at a general meeting may, if willing to act, be re-appointed.

#### **NOMINATING COMMITTEE**

68. (1) The Nominating Committee shall comprise such persons, subject to the following, as the Company in general meeting shall decide by a two-thirds (to the nearest whole number rounding up) majority.
- (a) The Nominating Committee shall comprise no fewer than 7 persons and no more than 11 persons.
- (b) The President and Chief Executive Officer shall be entitled to attend and speak (but not to vote unless also a member of the Nominating Committee) at all meetings of the Nominating Committee.
- (c) The chair and other officers (if any) of the Nominating Committee shall be elected by the members of the Nominating Committee.
- (d) The Company in general meeting may make such regulations and impose such terms and conditions as it may from time to time think fit.
- (2) The Nominating Committee shall invite nominations, and make recommendations to the Company in general meeting, for candidates to serve as officers (including the President, Treasurer and Secretary (if any)), Trustees and members of the Nominating Committee.

#### **SUSPENSION OF TRUSTEES**

69. A Trustee may be suspended from office for a maximum of sixty days pending an investigation of an alleged breach of the Company's rules and regulations. The decision must be taken by a committee of the Board made up of the President, the Secretary and, if such an officer is appointed, the Deputy chairperson of the Board which unanimously considers it is in the interests of the Company to do so. If there is an alleged breach of the Company's rules and regulations by a Trustee who is one of the abovementioned officers, the Treasurer will be added to the committee which decides on the suspension. The Trustee, in person or through a representative, is entitled to hear the grounds on which the suspension is contemplated and to make representations to the committee before the decision is taken. During any period of suspension the Trustee shall not exercise any of the powers of a Trustee and the committee may require the Trustee not to contact or deal with any officers, employees, advisers or other contacts of the Company and may exclude the Trustee from the premises of the Company.

### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

70. A Trustee shall cease to hold office if he or she:-
- (1) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or is otherwise prohibited by law from being a Trustee;
  - (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
  - (3) resigns his office by notice in writing to the Company (but only if at least 2 Trustees will remain in office when the notice of resignation is to take effect);
  - (4) is absent without the approval of the Board from all their meetings held within a period of 12 months and the Board resolve that his/her office be vacated.
71. In addition and without prejudice to the provisions of sections 168 and 169 of the Act, the Company may by ordinary resolution remove any Trustee before the expiration of his or her period of office.

### **PROCEEDINGS OF THE BOARD**

72. Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit but in any event shall meet at least once a year. The Board shall meet within 30 days of receipt by the Company Secretary of a written request for such a meeting, signed by not less than one-half of the Board. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote.
73. A simple majority of the Board shall constitute a quorum for the transaction of business of the Board.
74. The Board may act notwithstanding any vacancies but, if the number of Trustees is less than 3, the continuing Trustees may act only for the purpose of filling vacancies in accordance with Article 66 or of calling a general meeting.
75. The President shall preside at every meeting of the Board at which he or she is present. But if there is no Trustee holding that office, or if the President is unwilling or unable to

preside or is not present within 15 minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairperson of the meeting.

76. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:-
- (1) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
  - (2) the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;
  - (3) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
  - (4) all delegations under this Article shall be recoverable at any time;
  - (5) the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit;
  - (6) for the avoidance of doubt, the Board may delegate all financial matters to any committee.
77. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.
78. A resolution in writing, signed by all the Trustees for the time being or all the members of any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held (and for this purpose the resolution may be contained in more than one document in the same form and each signed by 1 or more of the Trustees and will be treated as passed on the date of the last signature).
79. Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or other suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

#### **OFFICERS**

80. (1) Save as otherwise appointed by the Company at general meeting in accordance with Article 79(2) and subject to the provisions of the Act and to Article 6, the Board:-

- (a) may appoint or engage the Company Secretary and may appoint an assistant or deputy Company Secretary;
- (b) may appoint or engage such other officers or servants as they shall see fit;
- (c) may appoint 1 or more of their number to the unremunerated office of managing trustee or to any other unremunerated executive office under the Company;

and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer or servant so appointed or engaged.

(2) Subject to the recommendation by the Nominating Committee in accordance with Article 68(2), the Company at general meeting:-

- (a) shall appoint the President, Treasurer and Secretary (if any);
- (b) may appoint such other officers as it shall see fit;

and any such appointment may be made for the purpose of discharging such duties and upon such terms as the Company at general meeting determines and the Company at general meeting may dismiss any officer so appointed.

81. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee.

#### **MINUTES**

82. The Board shall keep minutes:

- (1) of all appointments of officers made by the Board; and
- (2) of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting;

and all minutes of meetings of the Company shall be certified by the President and the Secretary (if any) and circulated to the Full Voting Members and to such other Members as the Board may direct.

#### **THE SEAL**

83. The seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary (if any) or by a second Trustee.

#### **BANK ACCOUNTS**

84. Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. The Board shall be empowered to resolve upon the operation of any such bank account according to such mandate as it shall think prudent and fit from time to time.

## **ACCOUNTS AND RETURNS**

85. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Board think fit.
86. Subject to the requirements of the Act, the Company may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.
87. The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of England and Wales of:-
  - (1) annual reports;
  - (2) annual returns;
  - (3) annual statements of account.

## **NOTICES**

88. Notices under these Articles may be sent by hand, or by post or by electronic communication except that a notice calling a meeting of the Board need not be in writing.
89. The only address at which a Member is entitled to receive notices is the address shown in the register of members and "address" in relation to electronic communications includes any number or address used for the purposes of such communications.
90. Any notice given in accordance with these Articles is to be treated for all purposes as having been received
  - (1) 48 hours after being sent by electronic communication or delivered by hand to the relevant address;
  - (2) 2 clear days after being sent by first class post to that address;
  - (3) 5 clear days after being sent by second class or overseas post to that address;
  - (4) on being handed to the Member (or, in the case of an organisation, its authorised representative) personally; or, if earlier,
  - (5) as soon as the Member acknowledges actual receipt.
91. A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
92. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

## **INDEMNITY**

93. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.
94. The Board shall have power to resolve pursuant to Article 5(19) to effect indemnity insurance notwithstanding their interest in such policy.

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Signature, Name and Address of Subscriber

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The Multiple Sclerosis Society of Great Britain and Northern Ireland  
MS National Centre  
372 Edgware Road  
London  
NW2 6ND

***Signature of Sarah Phillips***

Dated: 10 March 2004

Signature of Witness:

***Signature of WNQ Hunter***

Full Name of Witness (BLOCK CAPITALS):

WILLIAM NICHOLAS QUIMSEY HUNTER

Address:

19 Stanbridge Road

London

SE15 1DX

Occupation:

Company Secretary