

**Company No: 948776**

**Charity No: 258197**

**Companies Act 2006  
Company limited by guarantee  
and not having a share capital**

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**Articles of Association  
of  
Parkinson's Disease Society of the  
United Kingdom**

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(Adopted by Special Resolution on 14<sup>th</sup> October 2017)

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of the United Kingdom**

**1. Application of Model Articles**

The **Model Articles** shall not apply to the **Charity** and are hereby excluded in their entirety.

**2. Objects**

The objects for which the Charity is established ('**the Objects**') are:

- (a) to provide relief for people with the condition known as Parkinson's Disease and allied conditions (referred to together in these Articles as **Parkinson's**) and to provide assistance support and advice to people with Parkinson's and/or their families, dependants, friends and carers and other persons affected by Parkinson's;
- (b) to promote and support research into the causes, prevention, treatment and cure of Parkinson's and to disseminate the results of such research;
- (c) to advance the education of the public and health and social care professionals on issues relating to Parkinson's; and
- (d) to promote any other charitable purpose for the benefit of people with Parkinson's and/or their families, dependants, friends and carers and other persons affected by Parkinson's

in each case for the public benefit

**3. Powers**

In furtherance of the Objects, but not otherwise, the Charity may do anything which is calculated to further the Objects or is conducive or incidental to doing so including, but, without prejudice to the generality of the foregoing, the Charity has the following powers:

- (a) to bring together people with or interested in Parkinson's;
- (b) to accumulate and disseminate knowledge about Parkinson's and the problems of people with Parkinson's and to stimulate interest therein;
- (c) to promote and provide facilities for the study of and research into Parkinson's;
- (d) to make known the results of study and research into Parkinson's by publishing, producing, broadcasting and distributing or assisting to publish, produce, broadcast and distribute literature, books, pamphlets, films, radio and television programmes and journals (including online through the use of social media or otherwise) and in such other manner as will further the Objects;
- (e) to promote and provide facilities for the rehabilitation and treatment of people with Parkinson's and to help such people and their families, dependants and carers by supplying information and giving practical help of all kinds;
- (f) to foster and encourage voluntary work;

- (g) to co-operate with the medical and other professions and to confer, consult, maintain contact and co-operate with any **persons**, government departments, local authorities, associations, societies, institutions or bodies of persons established or to be established in the **United Kingdom** or anywhere in the world for all or any of the purposes aforesaid;
- (h) to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Charity as security for the performance of contracts entered into by any person as may be thought fit;
- (i) to organise meetings, lectures, conferences, broadcasts, courses of instruction or other activities;
- (j) to provide or procure the provision of counselling and guidance;
- (k) to produce or help others to publish and distribute material in any form for the purpose of informing contributors and others of the needs or progress of the Charity;
- (l) to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material;
- (m) to accept gifts and raise funds (but not by means of **Taxable Trading**);
- (n) to operate bank accounts in the name of the Charity;
- (o) to deposit or invest its funds in any manner as may be thought fit but only after obtaining such advice from a **Financial Expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification;
- (p) to appoint and pay professional investment managers who are authorised under the relevant applicable law to manage investments on such terms as the Trustees consider appropriate after obtaining such legal and other advice (including advice from a Financial Expert) as the Trustees consider necessary.
- (q) to appoint and pay any person or persons to hold any investments or other property as Custodian and/or as Nominee for the Charity on such terms as the Trustees consider appropriate after obtaining such legal and other advice (including advice from a Financial Expert) as the Trustees consider necessary
- (r) to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;
- (s) to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications;
- (t) to let, license or dispose of any interest in property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**);
- (u) to borrow money;
- (v) to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- (w) subject to Article 5, to employ, engage or retain the services of such persons as the Trustees think may be necessary or desirable on such terms as the Trustees think fit and to make all reasonable provisions for the payment of pensions and other death-in-service or other benefits to employees, their families and other dependents;

- (x) to insure the property of the Charity (including, for the avoidance of doubt, any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity as the Trustees think appropriate;
- (y) subject to the provisions of the **Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as **auditor**) to the extent permitted by the Companies Act and to pay for **indemnity insurance** for the Trustees;
- (z) to establish or support charitable trusts and to act as trustee of any charitable trust whether established by the Charity or otherwise and to promote or support the work of any charity or voluntary organisation having objects the same or similar to the Objects;
- (aa) to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- (bb) to establish or acquire subsidiary companies or other entities (whether or not wholly owned by the Charity);
- (cc) to co-operate or collaborate or enter into joint ventures or partnerships with any person;
- (dd) to set aside funds for special purposes or as reserves against future expenditure;
- (ee) to enter into any funding or other arrangement with any government or any other authority;
- (ff) to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same; and
- (gg) to amalgamate with or in any other way to merge with any bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under these **Articles**.

#### 4. **Membership**

##### 4.1 **Members**

- (a) The **Members** are those people who are admitted as Members of the Charity in accordance with Article 4.1(c).
- (b) The number of Members of the Charity is unlimited.
- (c) The form and the procedure for applying for and being admitted to **Membership** shall be prescribed by the **Board** in the **Regulations**.
- (d) The Board may accept or refuse an application and shall not be bound to give any reason for accepting or refusing the application of any person for admission as a Member.
- (e) Only a person who has been admitted as a Member under Article 4.1(c) shall be entitled to vote, or subject to Article 7.2, be eligible to stand for election to the Board.
- (f) The rights of a Member are not transferable and cease upon the death of the Member.
- (g) The liability of the Members is limited to a sum not exceeding £1.00.

## **4.2 Annual Subscriptions**

The Regulations shall provide for any annual subscriptions payable by Members.

## **4.3 Cessation of Membership**

- (a) A Member ceases to be a Member:
  - (i) When, if a subscription is payable, his/her subscription remains unpaid for six months after it first became due, except in a situation where the Board have decided that the subscription should be waived;
  - (ii) when the Charity receives notice that he/she has resigned; or
  - (iii) in any other circumstance set out in the Regulations.
- (b) A Member ceasing to be such shall not be entitled to a return of any money paid to the Charity by way of subscription (if any).
- (c) A Member ceasing to be a Member under Articles 4.3(a)(i) or 4.3(a)(ii) may re-join at any time as if he/she were a new Member.
- (d) A Member ceasing to be a Member under Article 4.3(a)(iii) may only re-join with the prior approval of a resolution of the Board or as provided (if at all) in the Regulations.

## **4.4 Register of Members**

The name of an individual who has become a Member shall be entered in the Charity's register of members and that of an individual who has ceased to be a Member shall be deleted from the register of members.

## **4.5 Honorary Life Members**

- (a) The Board may invite any person, whether a Member or not, to be an Honorary Life Member of the Charity in recognition of exceptional service to the Charity or those affected by Parkinson's.
- (b) Any Honorary Life Member shall enjoy all the rights of a Member but shall not be required to pay any subscription.

## **4.6 General**

Every Member shall, to the best of his/her ability, further the Objects, interests and influence of the Charity and shall observe any direction given by the Board and all regulations of the Charity made pursuant to these Articles.

## **4.7 Supporters**

- (a) The Board may establish a 'Supporter' status for individuals and companies who wish to support and be involved in the activities of the Charity without becoming Members.
- (b) The provisions dealing with the establishment and operation of Supporters shall be set out in the Regulations.

## **5. Application of income and property**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (a) Members may be paid interest at a reasonable rate on money lent to the Charity;

- (b) Members may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (c) Members may receive reasonable and proper remuneration for any services rendered to the Charity whether under a contract of employment or otherwise; and
- (d) Members may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

5.2 A Trustee and/or a **Connected Person** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (a) Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (b) Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (c) Trustees and Connected Persons may receive a benefit from the Charity in the capacity of a beneficiary of the Charity;
- (d) in accordance with Article 5.3;
- (e) Trustees may receive reimbursement of reasonable out-of-pocket expenses (including hotel, travel and childcare costs and, where the Trustee is a carer, the costs of arranging cover by a stand-in carer) in connection with their attendance at meetings (including those of the Charity, the Board, committees and any subsidiary body of the Charity) or otherwise in connection with the discharge of their duties. For the avoidance of doubt, where a Trustee is a person affected by Parkinson's, reasonable out-of-pocket expenses includes the expenses of a person accompanying the Trustee;
- (f) Trustees may receive the benefit of indemnity insurance as permitted by the Charities Act;
- (g) Trustees may receive an indemnity in respect of any liabilities properly incurred as Trustee of the Charity (including the costs of a successful defence to criminal proceedings);
- (h) Trustees and Connected Persons may receive a research grant in respect of research work conducted by a Trustee or a Connected Person within an established research institution provided that:
  - (i) the research project shall have been subjected to an independent scientific review by research peers in the field in which that Trustee or Connected Person shall not participate;
  - (ii) the grant shall have been recommended by the Charity acting in accordance with the procedure in Article 5.4; and
  - (iii) no grant shall be paid to a Trustee or a Connected Person in person but shall be paid to the administrative body of the research institution in which the research is conducted;
- (i) in exceptional cases, Trustees and Connected Persons may receive other payments or benefits (but only with the **written** consent of the **Commission** in advance and where required by the Companies Act the approval of the Members).

5.3 No Trustee may be employed by the Charity except in accordance with Article 5.2(i), but any Trustee or Connected Person may enter into a written contract with the Charity 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 Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- (b) the nature and level of the consideration 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 5.4; and
  - (c) fewer than half of the Trustees are subject to such a contract in any **financial year**.
- 5.4 Subject to Article 5.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
  - (a) declare the nature and extent of his/her interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
  - (c) not be counted in the quorum for that part of the meeting; and
  - (d) be absent during the vote and have no vote on the matter.
- 5.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
  - (a) continue to participate in discussions leading to the making of a decision and/or to vote;
  - (b) disclose to a third party information confidential to the Charity on such terms as may be determined by the Trustees;
  - (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or Connected Person of any payment or material benefit from the Charity; or
  - (d) refrain from taking any step required to remove the conflict.
- 5.6 Any authorisation under Article 5.5 may (whether at the time of giving the authorisation or subsequently):
  - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the authorised conflict;
  - (b) be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may in their absolute discretion determine;
  - (c) be terminated or varied by the Trustees at any time. This will not affect anything done by the Conflicted Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 5.7 In authorising a Conflicted Trustee in accordance with Articles 5.5 and 5.6, the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Conflicted Trustee has obtained any information through his involvement in the conflict otherwise than as a Trustee of the Charity and in respect of which he owes a duty of confidentiality to another person, the Conflicted Trustee is under no obligation to:
  - (a) disclose such information to the Trustees or to any Trustee or other officer or employee of the Charity; nor
  - (b) use or apply any such information in performing his duties as a Trustee, where to do so would amount to a breach of that confidence.



- 5.8 Where the Trustees authorise a conflict in accordance with Article 5.5:
- (a) the Conflicted Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in accordance with Article 5.6(b); and
  - (b) the Conflicted Trustee will not infringe any duty he owes to the Charity by virtue of sections 171 to 177 of the Companies Act provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in accordance with Article 5.6(b).
- 5.9 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the **Commission**.
6. **Meetings**
- 6.1 **Annual Members' Meeting**
- (a) In each calendar year the Charity shall hold a **members' meeting** as its annual members' meeting.
  - (b) Every annual members' meeting shall be held not more than 15 months after the last one.
  - (c) The business to be transacted at an annual members' meeting shall be set out in the Regulations.
  - (d) The Board shall, on the requisition **in writing** of Members holding five per cent of the voting rights at a members' meeting and at the expense of those who make the requisition (unless the Board resolves otherwise), give to Members:
    - (i) notice of any resolution that may properly be moved at a members' meeting and is intended to be moved at that meeting, and
    - (ii) any statement not exceeding 1000 words regarding the matter referred to in any proposed resolution or the business to be dealt with at the meeting.
- 6.2 **Other members' meetings**
- (a) All members' meetings other than annual members' meetings may at any time be convened by the Board.
  - (b) The Board shall convene a members' meeting on the requisition of Members holding five per cent of the voting rights at a members' meeting.
- 6.3 **Notice**
- (a) Notice shall be given to all persons including the **President, Patrons, Ambassadors** and Auditors as are under these Articles or under the Companies Act entitled to receive notice of members' meetings of the Charity of the holding of a members' meeting.
  - (b) The Charity shall give at least 21 clear days' notice of a members' meeting (including an annual members' meeting).
  - (c) The notice shall specify the place, the date, and the hour of the meeting and the nature of all business that is to be conducted.
  - (d) Accidental failure to give notice of a meeting to one or more persons shall not constitute a failure to give notice.

#### 6.4 Quorum

- (a) The quorum for the transaction of business at a members' meeting of the Charity is 50 Members present in person or by proxy.
- (b) A members' meeting convened on the requisition of Members shall be dissolved if a quorum is not present within half an hour of the time appointed for the start of the meeting.
- (c) A members' meeting convened by the Board and for which a quorum is not present within half an hour of the time appointed for the start of the meeting shall automatically stand adjourned to the same time and place, or at another day, week, time and place decided by the Board. The quorum for such an adjourned meeting shall be 25 Members present in person or by proxy.

#### 6.5 Chair

- (a) The **Chair** appointed in accordance in Article 9.1(a) shall preside at members' meetings of the Charity.
- (b) If such Chair is not present within fifteen minutes after the time appointed for holding any members' meeting, or shall be unwilling or unable to preside, the **Vice-Chair** shall preside, and failing the Vice-Chair, the Trustees shall choose a Trustee to preside or if all Trustees present decline to take the chair, the Members present shall choose some Member who is present to preside.

#### 6.6 Adjournment

- (a) The chair of a members' meeting may with the approval of a resolution by show of hands of the Members present at any such meeting at which a quorum is present adjourn the meeting from time to time and from place to place.
- (b) No business shall be transacted at an adjourned members' meeting except business that could have been transacted at the meeting from which the adjournment took place.
- (c) If a members' meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as for the original meeting. Apart from that, the Members shall not be entitled to notice of an adjournment or of the business to be transacted at any adjourned meeting.

#### 6.7 Voting

##### (a) Method of voting

Every Member shall have one vote:

- (i) on a show of hands if present in person at a members' meeting;
- (ii) on a poll if present at a members' meeting either in person or by proxy; and
- (iii) on a postal ballot under Article 7.3.

##### (b) Show of Hands

- (i) A resolution put to the vote of a members' meeting shall be decided on a show of hands, unless:
  - (1) a postal ballot has been held under Article 7.3; or
  - (2) a poll is demanded under Article 6.8(b) before or upon the declaration of the result of the show of hands.

- (ii) On a show of hands, a declaration by the chair of a members' meeting that a resolution has been carried, that it has been carried unanimously or by a particular majority or that it has been lost or lost by a particular majority shall be conclusive.

## **6.8 Poll**

- (a) A poll may be demanded on any resolution at a members' meeting except on the election of the chair of the meeting or on any question of an adjournment.
- (b) A poll may be demanded at a members' meeting by:
  - (i) the chair of the meeting; or
  - (ii) 10 or more Members present in person or by proxy.
- (c) The chair of a members' meeting shall decide the time, the place and the manner of holding a poll.
- (d) The result of a poll determines the matter and becomes the resolution of the members' meeting at which the poll was demanded.
- (e) If there is an equality of votes, whether on a show of hands or on a poll, the chair of a members' meeting shall have a second or casting vote provided he/she would otherwise be entitled to vote.
- (f) A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for a poll was made.
- (g) A demand for a poll shall not prevent the continuation of the meeting and shall not prevent the transaction of the rest of the business of the meeting.

## **6.9 Proxy Votes**

- (a) A Member who is entitled to attend and vote at a members' meeting may appoint another Member as proxy to attend and vote instead of him/her at any members' meeting.
- (b) The appointment of a proxy shall be in writing, shall be made by or on behalf of the person making the appointment and shall be in the form and delivered in the manner set out in the Regulations.
- (c) A vote exercised by proxy is valid even if the proxy has been revoked or ended in some other way, unless notice of its revocation or termination was received before the start of the meeting at which the vote is to be exercised or (when the vote is not taken on the same day as the meeting) before the time appointed for taking the vote.

## **6.10 Communication with Members**

- (a) The Charity may validly send or supply any document (including any notice) or information to a Member:
  - (i) by delivering it by hand to the address recorded for the Member in the Charity's register of members;
  - (ii) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the Charity's register of members;
  - (iii) by electronic mail to an email address notified by the Member in writing; or
  - (iv) by means of a website the address of which has been notified to the Member in writing.

- (b) The Charity may only send a document or information to a Member by electronic mail:
  - (i) where the Member concerned has agreed (either generally or in relating to the specific document or information) that it may be sent in that form; and
  - (ii) to the address specified for that purpose by the Member.
- (c) The Charity may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him/her a request asking him/her to agree to the Charity communicating with him/her in that manner, provided that:
  - (i) the request stated clearly what the effect of failure to respond would be;
  - (ii) when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website;
  - (iii) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
  - (iv) the Charity complies with the requirements of Articles 6.10(d) and 6.10(e).
- (d) When sending information or a document via a website, the Charity must notify each intended recipient of:
  - (i) the presence of the document or information on the website;
  - (ii) the address of the website;
  - (iii) the place on the website where it may be accessed; and
  - (iv) how to access the document or information.
- (e) Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:
  - (i) in the case of notice of a members' meeting, until after the members' meeting has ended; and
  - (ii) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 6.10(d).
- (f) Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - (i) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (ii) two clear days after being sent by first class post to the relevant address;
  - (iii) three clear days after being sent by second class or overseas post to the relevant address;
  - (iv) on the date on which the notice was posted on a website (or, if later, the date in which the Member was notified of the posting on the website in accordance with Article 6.10(d));
  - (v) on being handed to the Member personally; or if earlier; and
  - (vi) as soon as the Member acknowledges actual receipt.

- (g) Where two or more Members have the same address recorded in the Charity's register of Members, only one copy of documents needs to be sent to this address.
- (h) A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at the meeting.
- (i) Members may validly send any notice or document to the Charity:
  - (i) by post to the Charity; or
  - (ii) to any email address provided by the Charity for such purposes.

## 7. The Board

Trustees must act reasonably and prudently in all matters relating to the Charity and must always bear in mind the interests of the Charity. The Trustees shall both be the directors of the Charity for the purposes of the Companies Act and charity trustees for the purposes of the Charities Act and the Charities and Trustee Investment (Scotland) Act 2005.

### 7.1 Number

- (a) There shall be:
  - (i) three **Elected Trustees**, one from each of Wales, Scotland and Northern Ireland;
  - (ii) four Elected Trustees from England;
  - (iii) five **Appointed Trustees**; and
  - (iv) not more than four **Co-opted Trustees**.
- (b) If there are fewer than seven Trustees in office at any time, the Board shall appoint or co-opt additional Trustees so that there are at least seven Trustees in office.

### 7.2 Eligibility

- (a) An individual is eligible to be a Trustee provided that:
  - (i) he/she is over 18 years;
  - (ii) he/she is not employed by the Charity, whether full time or part time;
  - (iii) he/she has not during the last Year (or such other period as agreed by the committee established under Article 7.4(a)) been so employed or during that period received payment for services rendered to the Charity; and
  - (iv) he/she must not, in circumstances such that, had he/she already been a Trustee, he/she would be disqualified from acting under the provisions of Article 7.8(a).
- (b) An individual (including an existing Trustee) may only stand for election as an Elected Trustee if:
  - (i) at the latest date for nomination under Article 7.2(b)(iii) he/she has been a Member continuously during the preceding six months;
  - (ii) his/her address recorded in the register of Members is in either England, Wales, Scotland or Northern Ireland and he/she is standing as an Elected Trustee for that area; and

- (iii) a written nomination in a form approved by the Board signed by the candidate must have been delivered to the Charity by the date specified by the Board.
- (c) No individual may stand for election as an Elected Trustee from more than one area simultaneously.
- (d) It shall be a condition of any appointment as an Appointed Trustee or Co-opted Trustee that the appointee or co-optee (if not already a Member) becomes a Member and remains as such throughout his/her term of office.

### 7.3 Elected Trustees

- (a) If the number of candidates validly nominated for election to the Board as Elected Trustees from that area in accordance with these Articles:
  - (i) exceeds the number of vacancies, the election of such Trustees shall be decided by a postal ballot among Members having addresses recorded in the Register of Members in that area using the **first past the post** method with one vote per Member for each vacancy available;
  - (ii) is equal to the number of vacancies, the candidate shall be deemed to be elected as an Elected Trustee; and
  - (iii) is less than the number of vacancies, the Trustees may appoint an individual who meets the criteria in Articles 7.2(a) and 7.2(b)(ii) to be a Trustee for a maximum term of one Year in which case such an individual will be treated as an Elected Trustee for that area for the purposes of these Articles.
- (b) Where an election is to take place under Article 7.3(a)(i):
  - (i) the voting papers for postal ballots for the election of Elected Trustees shall be distributed to Members with the notice of the annual members' meeting together with particulars of the candidates standing for election;
  - (ii) the postal ballots shall be conducted by Electoral Reform Services or another organisation experienced in conducting such ballots chosen by the Board; and
  - (iii) the outcome of the postal ballot shall determine the election and become a resolution of the annual members' meeting.

### 7.4 Appointed Trustees

- (a) There shall be a committee of the Board with the responsibility, not limited, to:
  - (i) identify the **criteria for selection**;
  - (ii) search for candidates to meet the criteria for selection, from within and outside the Charity, and then select, vet and interview them;
  - (iii) nominate to the Board the candidate whom they consider to be the best for each particular vacancy;
  - (iv) ensure appropriate rotation and retirement of the Board; and
  - (v) keep under regular review the efficacy and efficiency of the Panel, particularly how well the criteria for selection are identified and to plan for future needs of the Board.

- (b) The Board may prescribe such Regulations for the proper functioning of the committee of the Board established in accordance with Article 7.4(a) and such other powers as it sees fit from time to time.
- (c) When appointing Appointed Trustees, the Board shall consider the criteria for selection and the nomination, but shall not be bound to follow the same.

#### 7.5 Co-opted Trustees

- (a) The Board may, in its absolute discretion, co-opt individuals to the Board who have a required specialist knowledge or experience not otherwise available to the Board.
- (b) An individual co-opted under Article 7.5(a) shall serve only for so long as the specialist knowledge or expertise is required and is not otherwise available to the Board, initially limited to a maximum term of one **Year** (the '**Initial Term**').
- (c) At the end of the Initial Term, a Co-opted Trustee shall be eligible for co-option again for one further maximum term of one Year (the '**Second Term**') on the recommendation of the committee of the Board established in accordance with Article 7.4(a) that the specialist knowledge or expertise is still required and not otherwise available to the Board.
- (d) At the end of the Second Term, such individual cannot be co-opted again for a Year but, subject to Article 7.7, is eligible to stand for election as an Elected Trustee or to be appointed as an Appointed Trustee.
- (e) A Co-opted Trustee may stand for election or appointment as an Elected Trustee or Appointed Trustee at any point during his/her term of office.
- (f) An Elected Trustee who is re-appointed under Article 7.7(a)(i) shall be called a Co-opted Trustee but his/her appointment is subject to the provisions of Article 7.7 and not this Article 7.5.

#### 7.6 Tenure

- (a) The terms of office for Trustees shall be terms of four Years save that:
  - (i) a Trustee re-appointed or co-opted in accordance with Article 7.7(a)(i) shall serve for a maximum term of two Years;
  - (ii) an Elected Trustee appointed in accordance with Article 7.3(a)(iii) or Article 7.6(b) shall serve for a maximum term of one Year;
  - (iii) a Trustee co-opted under Article 7.5 shall serve for a maximum term of two Years in accordance with Article 7.5; and
  - (iv) the Board may determine that an Appointed Trustee shall have a term of less than four Years.
- (b) Where any vacancy occurs for an Elected Trustee, the Board shall call an election at the next annual members' meeting but may appoint a person as an Elected Trustee until the next annual members' meeting and Article 7.3(a)(iii) shall apply to any such appointment.
- (c) Where any vacancy occurs for an Appointed Trustee, the Board shall appoint a new Appointed Trustee in accordance with Article 7.4.

#### 7.7 Limitation of period on the Board

- (a) A Trustee cannot serve continuously for more than eight Years except where:

- (i) the Board resolves that a retiring Trustee (whether an Appointed Trustee or an Elected Trustee) should be eligible for re-appointment notwithstanding that he/she has been a Trustee continuously for eight Years. The Regulations may make further provision concerning the exercise of this power; or
- (ii) the retiring Trustee's period of office includes time served as an Elected Trustee in accordance with 7.3(a)(iii)

in which case he/she cannot serve continuously as a Trustee for more than 10 Years.

- (b) Where a retiring Trustee is re-appointed following a resolution under Article 7.7(a)(i), if the retiring Trustee to be re-appointed is:
  - (i) an Appointed Trustee, he/she is re-appointed by the Board and continues to be an Appointed Trustee; and
  - (ii) an Elected Trustee, he/she is appointed to the Board as a Co-opted Trustee in accordance with the provisions of this Article 7.7.

## 7.8 Cessation of office

- (a) A Trustee ceases to hold office if he/she:
  - (i) is disqualified from acting as a trustee of a charity by virtue of the Charities Act or ceases to be a director by virtue of any provision in the Companies Act;
  - (ii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs;
  - (iii) ceases to be a Member;
  - (iv) becomes an employee of the Charity whether full-time or part-time;
  - (v) resigns by notice to the Charity (but only if at least two Trustees will remain in office when the resignation is to take effect);
  - (vi) is absent from four consecutive meetings without permission from the Board;
  - (vii) is removed from office by a resolution passed by at least half of the members present and voting at a members' meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or
  - (viii) is requested in writing by a majority of all Trustees to resign; the provisions dealing with such a request shall be included in the Regulations.
- (b) A Trustee may be suspended from his/her duties as a Trustee at any time upon being requested in writing by a majority of all Trustees to resign; the provisions dealing with such a request shall be included in the Regulations.

## 8. The Board – Powers and proceedings

### 8.1 Duties

The Board is the governing body of the whole Charity. Its principal duties are:

- (a) to establish the policies and strategies of the Charity;
- (b) to ensure the effective and efficient use of the Charity's resources in the furtherance of the Charity's objects;



- (c) to have the general control and management of the administration of the Charity, and to ensure, by supervising the work of the **Chief Executive** and through him/her the staff, that the Charity is run efficiently and accountably; and
- (d) to ensure that all statutory obligations relating to the Charity and to its business are fully complied with.

## 8.2 Powers

- (a) A meeting of the Board at which a quorum is present shall exercise all the powers of the Charity except those that can only be exercised by the Charity in members' meeting.
- (b) The Board may act even though there is a vacancy or are vacancies on it but if the number of Trustees remaining on it who are entitled to vote is less than seven, the continuing Trustees may act only for the purpose of appointing Trustees under Article 7.1(b).

## 8.3 Validity

All acts done in good faith at a meeting of the Board or at any meeting of a committee of the Board and by any person acting as Trustee or as a member of a committee shall be valid even though it is afterwards discovered that there was some defect in an appointment or in the continuance in office of any person or that a person was disqualified.

## 8.4 Business

- (a) The Board shall meet regularly, at least four times per annum for the dispatch of business at such intervals at such times and at such places as the Trustees from time to time decide.
- (b) The times and places of meetings determined under Article 8.4(a) shall be such as to make due allowance for the needs and difficulties of Trustees affected by Parkinson's so that they may participate fully in such meetings.

## 8.5 Convening meetings

- (a) The Chair or any three Trustees may require that a meeting of the Board be convened by giving notice in accordance with the Regulations.
- (b) A meeting requisitioned under Article 8.5(a) shall be held not less than two clear days nor more than eight clear days from the date of receipt of the notice by the Charity, unless the Board agree otherwise unanimously.
- (c) The subjects discussed at a meeting requisitioned under Article 8.5(a) shall be confined to those given in the notice of requisition.

## 8.6 Quorum

The quorum for the transaction of the business of the Board shall be five.

## 8.7 Proceedings at meetings

- (a) The Board may regulate their proceedings as they think fit, subject to the provisions of these Articles. Provisions dealing with the proceedings at meetings shall be set out in the Regulations.
- (b) A meeting may be held in person or by telephone or any electronic means by which each participant may communicate with all other participants simultaneously.
- (c) The Chair elected under Article 9.1(a) shall preside at meetings of the Board at which he is present and if he is not present at any meeting the **Vice-Chair**, if any, and if more than one

the Vice-Chair chosen by the Trustees present and failing any Vice-Chair a Trustee chosen by Trustees present shall preside at that meeting.

- (d) Each Trustee shall have one vote.
- (e) Matters arising at a Board meeting shall be decided by a majority of votes of those Trustees present in person and entitled to vote, unless otherwise specified under these Articles.
- (f) In the case of equality of votes, the chair of the meeting shall have a second or casting vote.

## **8.8 Written resolutions**

A resolution in writing signed in writing or agreed to electronically by a majority of all Trustees or members of a committee entitled to receive notice of a meeting (except any Conflicted Trustee) shall be valid and effective as if it had been passed at a meeting duly convened and held. Such a resolution may consist of several documents all in the same form and each signed or agreed to by one or more individuals.

## **8.9 Delegation**

The Board may delegate any of its powers, functions or the implementation of any of its resolutions as it sees fit.

## **9. The Honorary Officers, The Chief Executive**

### **9.1 The Honorary Officers**

- (a) The Board shall elect from the Trustees a Chair, a Vice-Chair and such other honorary officers as it may decide.
- (b) The Regulations shall contain provisions dealing with appointment of honorary officers.

### **9.2 The Chief Executive**

The Board may from time to time appoint a Chief Executive to conduct the business of the Charity under the direction of the Board and to carry out such other duties as may be delegated to him/her by the Board.

## **10. Committees**

- 10.1 The Board may from time to time appoint other committees of the Board, in addition to the committee of the Board established in accordance with Article 7.4(a), to whom it may, but need not, delegate power and authority.
- 10.2 The provisions dealing with the appointment and operation of committees, including any powers and delegated authority, shall be set out in the Regulations.

## **11. Patron, President and Ambassadors**

### **11.1 Patron**

- (a) A Patron may be appointed by the Board, and shall be such person whether a Member or not as the Board thinks fit.
- (b) Patrons shall be entitled to attend meetings of the Board but shall not be entitled to take part in proceedings unless invited to so do by the chair, nor be entitled to vote at any such meeting.
- (c) The provisions dealing with the appointment and operation of a Patron shall be set out in the Regulations.

## **11.2 President**

- (a) A President of the Charity may be appointed by the Board.
- (b) The provisions dealing with the appointment and operation of a President shall be set out in the Regulations.

## **11.3 Ambassadors**

The Board may appoint other such persons as Ambassadors as it sees fit to promote the interests of the Charity and may make such provisions, if any, as it thinks appropriate dealing with the appointment and operation of Ambassadors which shall be set out in the Regulations.

## **11.4 General**

The President, Patrons and Ambassadors roles shall, subject to his/her consent, be ex-officio Members and shall enjoy all the rights of a Member but shall not be required to pay any subscription.

## **12. Local, regional, national and virtual entities**

12.1 The Board may establish such local, regional, national and virtual entities or groups as it sees fit from time to time in order to:

- (a) further the Charity's objects;
- (b) enable the effective allocation of resources and delivery of services at a local, regional, national or virtual level; and/or
- (c) meet strategic or other specific needs or purposes.

12.2 The provisions dealing with the nature and operation of such entities shall be included in the Regulations. The Board shall, so far as it considers reasonably practicable, consult with local, regional, national or virtual entities on its proposals, before prescribing any such Regulations.

12.3 All entities or groups established under this Article are and shall remain:

- (a) integral parts of the Charity;
- (b) established to further the primary object of the Charity;
- (c) subject to the Articles of Association of the Charity; and
- (d) subject to the ruling of the Board in all matters.

## **13. Notices**

### **13.1 Writing**

Any notice to be given to or by any person under these Articles shall be in writing.

### **13.2 Service**

- (a) A notice may be served:
  - (i) personally;
  - (ii) by sending it by post in a pre-paid envelope addressed to a Member at his/her recorded address in the Charity's records;
  - (iii) by leaving it at that address; or

- (iv) by appropriate means for sending written material by methods of telecommunication including facsimile and electronic mail.

- (b) A person whose address is not within the United Kingdom and who gives the Charity an address within the United Kingdom at which notices may be served is entitled to service at that address, but otherwise a person is not entitled to receive any notice from the Charity.

### 13.3 Deemed service

- (a) A notice sent by post is deemed to have been given at the expiration of 48 hours after the envelope containing it was posted provided that an envelope containing a notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given.
- (b) A person present in person or by proxy at any meeting of which he/she was entitled to have notice is deemed to have received notice of the meeting and of the purposes for which it was called.

### 13.4 Accidental omission to give notice

The accidental omission to give notice of a meeting to any person entitled to receive notice of it or the apparent non-receipt of such notice by any person does not invalidate any resolution passed at the meeting or any other proceeding at it.

## 14. Regulations

- 14.1 The Board may from time to time make such Regulations as it may deem necessary, expedient or convenient for the proper conduct and management of the Charity and relating to membership of the Charity and may at any time suspend, add to, amend or revoke any of them.
- 14.2 Without prejudice to the generality of Article 14, the Board may make Regulations for the regulation of the business of the Charity and of meetings of:
  - (a) the Charity;
  - (b) the Board;
  - (c) Committees; and
  - (d) local, regional, national and virtual entities.
- 14.3 No Regulation shall be inconsistent with or shall affect or repeal anything contained in these Articles of Association.

## 15. Indemnity

Subject to the provisions of the Companies Act, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him/her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court for liability for negligence, default, breach of duty or breach of trust in relating to the affairs of the Charity

## 16. Dissolution

- 16.1 Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

- 16.2 If upon the winding-up of dissolution of the Charity there remains any property whatsoever, after the satisfaction of all its debts and liabilities and after making due provision for the continuation of any pension paid or accruing to any salaried officer or servant of the Charity, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the object of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 5 hereof, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable object.

## 17. Definitions

In the Articles, unless the context indicates another meaning:

<b>'Ambassador'</b>	means a person so appointed under Article 11.3;
<b>'Appointed Trustee'</b>	means a Trustee appointed by the Board in accordance with Article 7.4;
<b>'Articles'</b>	means the Charity's articles of association and <b>'Article'</b> refers to a particular article;
<b>'Auditor'</b>	means a person appointed to conduct an examination and verification of the Charity's accounts and includes a reporting accountant appointed in accordance with the CA 2006;
<b>'Board'</b>	means the Board of Trustees of the Charity;
<b>'Chair'</b>	means the Chair of Trustees elected in accordance with Article 9.1;
<b>'the Charities Act'</b>	means the Charities Act 2011;
<b>'Charity'</b>	means Parkinson's Disease Society of the United Kingdom operating with the trading name Parkinson's UK;
<b>'Chief Executive'</b>	means the Chief Executive of the Charity appointed in accordance with Article 9.2;
<b>'Co-opted Trustee'</b>	means a Trustee co-opted to the Board in accordance with Article 7.5;
<b>'Commission'</b>	means the Charity Commission for England and Wales;
<b>'the Companies Act'</b>	means the Companies Act 2006
<b>'Conflicted Trustee'</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a proposed transaction or arrangement, or in relation to information which is confidential to the Charity;
<b>'Connected Persons'</b>	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee or other person with whom the Trustee is connected, and (for the avoidance of doubt) does not include a company with which the Trustee's only

	connection is an interest consisting of no more than 1% of the voting rights;
<b>'criteria for selection'</b>	means the specific professional and managerial skills and expertise needed to balance the Board;
<b>'Custodian'</b>	means a person or body who undertakes safe custody of assets or documents or records relating to them;
<b>'Elected Trustee'</b>	means a Trustee elected by the Members for either England, Wales, Scotland or Northern Ireland in accordance with Article 7.3;
<b>'Financial Expert'</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>'financial year'</b>	means the Charity's financial year;
<b>'first past the post'</b>	means the method of election in which the successful candidate(s) is/are the individual(s) who receive(s) the greatest number of votes cast in his/her favour;
<b>'indemnity insurance'</b>	means insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by the Charity as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>'In writing' or 'written'</b>	refers to a legible document on paper or a document which can be printed onto paper including electronic mail;
<b>'material benefit'</b>	means a benefit, direct or indirect, which may not be financial but has a monetary value;
<b>'Member'</b>	means an individual who has been admitted as a member of the Charity in accordance with Article 4.1;
<b>'members' meeting'</b>	means a meeting of the Members;
<b>'Model Articles'</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
<b>'nominee'</b>	means a corporate body which holds title to property for another;
<b>'Patron'</b>	means a person so appointed under Article 11.1;
<b>'Person'</b>	includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality);
<b>'President'</b>	means a person so appointed under Article 11.2;
<b>'Regulations'</b>	means the regulations made by the Board in accordance with Article 14;
<b>'Taxable Trading'</b>	means carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of

actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation from time to time in force;

**'Trustee'** means a director of the Charity who is a charity trustee for the purposes of the Charities Act and **'Trustees'** means the directors. Trustees includes, for the avoidance of doubt, Appointed Trustees, Elected Trustees and Co-opted Trustees;

**'United Kingdom'** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. For the purposes of Articles 7.1(a)(ii) and 7.3 only, **'England'** shall include the Isle of Man and the Channel Islands; and

**'Vice-Chair'** means the Vice-Chair of Trustees elected in accordance with Article 9.1;

**'Year' or 'Years'** means, in the context of a Trustee's appointment or election to office not a precise period of a calendar year or years, but:

(a) for a Trustee appointed or elected at or immediately after an annual members' meeting, the period of time starting from the end of the annual members' meeting concerned until the end of the annual members' meeting in the year in which a term of office ends; and

(b) for a Trustee appointed other than immediately after or at an annual members' meeting, the period of time starting from the date of their appointment or the date specified by the Board until the end of the annual members' meeting in the year in which a term of office ends.

17.1 In these Articles, unless the context indicates another meaning:

- (a) references to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it;
- (b) words importing the masculine gender only shall include the feminine gender, and words importing the singular number only shall include the plural number and vice versa; and
- (c) words or expressions shall, unless the context requires otherwise, bear the same meaning as in the Charities Act and the Companies Act.