COMPANIES ACT 2006

DIABETES CARE TRUST (ABCD) LIMITED

COMPANY NO: 7248361 CHARITY NO: 1139057

WRITTEN RESOLUTION

We the undersigned being all the members of the Charity who at the date of this Resolution are entitled to attend and vote at general meetings of the Charity hereby pass the following resolution as a special resolution and agree that the said resolution shall for all purposes be valid and effective as if the same had been passed at a general meeting of the Charity duly convened and held for the purpose specified

SPECIAL RESOLUTION

> Recognising the need for the Charity to amend certain of its administrative provisions as they appear in the current Articles of Association of the Charity, it is resolved that the Charity adopts the new Memorandum and Articles of Association in accordance with the document attached to this Resolution in place and to the exclusion of the existing Memorandum & Articles of Association

This Resolution may be signed in multiple copies which together make up a single Written Resolution confirming adoption of the new Memorandum & Articles of Association

SIGNED by all of the Members of the Charity and passed the 21st April 2016

(RICHARD GREENWOOD)

(PETER WINCOUR)

(CHRISTOPHER WALTON)

(P R NORTON)

(ROBERT GREGORY)

(K.M. SHAW)

(DINESH NAGI)

(ROWAN HILLSON)

(PRN/145876-001)

(KETAN DHATARIYA)

(H. ALBAN DAVIES)

AM ROBINSON

Companies Acts 1985 to 2006

Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

DIABETES CARE TRUST (ABCD) LIMITED

Company No 7248361

RCN 1139057

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	***Authentication by each subscriber***
Dr Richard Greenwood Mr Philip Norton Prof Ken Shaw Dr Peter Winocour Dr Chris Walton Dr Dinesh Nagi Dr John Wales Dr Ian Gallen	All Witnessed by P Bryant

Date 19 November 2009

Companies Acts 1985 to 2006

Company Limited by Guarantee

ARTICLES OF ASSOCIATION OF

DIABETES CARE TRUST (ABCD) LIMITED

Company No 7248361 RCN 1139057

1 Objects

1.1 The **Objects** of the **Charity** are to advance and encourage the education and training of all medical and other health care professionals involved with the care of those suffering from diabetes; to advance the knowledge of the public in all matters relating to diabetes mellitus and diabetes care

1.2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

2. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

2.1 to provide advice, support and information;

2.2 to carry out research and audits, publishing the results thereof;

2.3 to co-operate with other bodies;

2.4 to support, administer or set up other charities;

2.5 to accept gifts and to raise funds (but not by means of **taxable trading**);

2.6 to borrow money;

2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);

2.8 to acquire or hire property of any kind;

2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

2.10 to set aside funds for special purposes or as reserves against future expenditure;

2.11 to deposit or invest its funds in any manner (but to invest 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);

2.12 to delegate the management of investments to a financial expert, but only on terms that:

2.12.1 the investment policy is set down **in writing** for the financial expert by the Trustees;

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

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

2.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
2.12.5 the investment policy and the delegation arrangement are reviewed at least once a year;
2.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
2.12.7 the financial expert must not do anything outside the powers of the Charity;

2.13 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
2.16 subject to **Article** 6.3, to employ paid or unpaid agents, staff or advisers;
2.17 to enter into contracts to provide services to or on behalf of other bodies;
2.18 to establish or acquire subsidiary companies;
2.19 to do anything else within the law which promotes or helps to promote the Objects.

3 The Trustees

3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
3.3 The Trustees when complete consist of at least three and not more than fifteen persons who being individuals are over the age of 18, all of whom must support the Objects. A Trustee may not act as a Trustee unless he/she

3.3.1 is a Member; and
3.3.2 has signed a written declaration of willingness to act as a charity trustee of the Charity;
3.3.3 is confirmed in post by the members of **the Association** following a resolution passed in their AGM

3.4 A retiring Trustee who is eligible under Article 3.3 may be reappointed but will not normally serve more than 10 years in post but may remain a Trustee if still qualified under Article 3.3.
3.5 The officers of **the Association** shall become Trustees of the Charity and be part of the numbers permitted under Article 3.3 above for so long as they shall otherwise be qualified to be a Trustee under this Article Provided that at no time shall officers of the Association be in the majority of trustees.

3.6 A Trustee's term of office as such automatically terminates if he/she:

3.6.1 is disqualified under the Charities Act from acting as a charity trustee;

3.6.2 is incapable, whether mentally or physically, of managing his/her own affairs;

3.6.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

3.6.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);

3.6.5 is removed by the Members at a general meeting under the Companies Act; or

3.6.6 is removed following a resolution of the members of **the Association** passed at a General Meeting of **the Association.**

3.7 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM of **the Association**.

3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4 Trustees' proceedings

4.1. The Trustees must hold at least one meeting each year.

4.2. A quorum at a meeting of the Trustees is four Trustees.

4.3. A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants.

4.4. The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.

5.2 To appoint a Chairman, a Treasurer and other honorary officers from among

their number.

5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.

5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.

5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.

5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).

5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.

5.8 To exercise any powers of the Charity which are not reserved to them in their capacity as Members.

6. Benefits and Conflicts

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

6.1.1 Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, Subject to compliance with Article 6.4:

6.1.2 Members (being Trustees) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;

6.1.3 Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

6.1.4 Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

6.2.1 as mentioned in Articles 6.1 or 6.3;

6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

6.2.3 the benefit of **indemnity insurance** as permitted by the Charities Act;

6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply services or services and associated goods in return for a payment or other material benefit but only if:

6.3.1 the services and associated goods 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;

6.3.2 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; and

6.3.3 no more than two of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;

6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

6.4.3 not be counted in the quorum for that part of the meeting; and

6.4.4 be absent during the vote and have no vote on the matter.

6.5 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:

6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or

6.5.2 disclose to a third party information confidential to the Charity, or

6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or

6.5.4 refrain from taking any step required to remove the conflict.

6.6 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.

7 Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

7.1.1 annual returns;
7.1.2 annual reports; and
7.1.3 annual statements of account.

7.2 The Trustees must also keep records of:

7.2.1 all proceedings at meetings of the Trustees;
7.2.2 all resolutions in writing;
7.2.3 all reports of committees; and
7.2.4 all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. Membership

8.1. The Charity must maintain a register of Members.

8.2 The subscribers to the Memorandum are the first Members.

8.3 **Membership** is open to any person or organisation interested in furthering the Objects and approved by the Trustees.

8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

8.5 Membership is not transferable.

8.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

9.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be

proposed) at least 28 clear days' written notice setting out the terms of the proposed special resolution.

9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least four or 25% of the Members if greater.

9.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.

9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.

9.6 Every Member present in person or by proxy has one vote on each issue

9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

9.8 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity's incorporation. The Charity may (but need not) hold an AGM in any year.

9.9 Members being Trustees must annually at the AGM:

9.9.1 receive the accounts of the Charity for the previous **financial year**;

9.9.2 receive a written report on the Charity's activities;

9.9.3 be informed of the retirement of those Trustees who wish to retire or who are retiring following a resolution of **the Association** at their AGM;

9.9.4 elect Trustees to fill the vacancies arising;

9.9.5 appoint reporting accountants or auditors for the Charity;

9.10 Members may also from time to time

9.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and

9.10.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. **Limited Liability**

The liability of Members is limited.

11. Guarantee

11.1 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

11.1.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

11.1.2 payment of the costs, charges and expenses of winding up; and

11.1.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

12.1.1 by hand;

12.1.2 by post;

12.1.3 by suitable electronic means; or

through publication in the Charity's newsletter or on the Charity's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

12.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;

12.3.2 two clear days after being sent by first class post to that address;

12.3.3 three clear days after being sent by second class or overseas post to that address;

12.3.4 immediately on being handed to the recipient personally;

or, if earlier,

12.3.5 as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

13.2 A final report and statement of account must be sent to the Commission.

13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. **Interpretation**

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

14.2 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article;

'the Association' means The Association of British Clinical Diabetologists Limited

'Chairman' means the chairman of the Trustees;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2011;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Acts 1985 to 2006;

'Conflicted Trustee' 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 matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' 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, 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;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee 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;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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