

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

**OF INTERNATIONAL NIEMANN-PICK DISEASE REGISTRY
(INPDR)**

**Incorporated under the Companies Act 2006
on 1st March 2017**

under No 10646129

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association

of

INTERNATIONAL NIEMANN-PICK DISEASE REGISTRY (INDPR)

INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

| Words | Meanings |
|-------------------------------|--|
| the Act: | The Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force; |
| the or these Articles: | The Articles of Association of the Charity, as amended from time to time; |
| Board: | The board of Trustees; |
| Chair: | The chair of the Charity appointed in accordance with these Articles; |
| the Charity | Means the company regulated by these Articles; |
| Charity Commission: | The Charity Commission for England and Wales; |
| Clear Day: | In relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect; |
| Connected Person: | Includes: <ul style="list-style-type: none">(a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child or illegitimate child);(b) any spouse or civil partner of a Trustee (and includes any person with whom a Trustee lives as partner in an enduring relationship) or any person falling within category (a) above in relation to such spouse or civil partner;(c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b); |

- (d) an institution which is controlled: (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and
- (e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest,

and 'controlled' and 'substantial interest' have the meanings provided in sections 351 to 352 Charities Act 2011;

| | |
|--------------------------|---|
| Electronic Form: | Something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form; |
| Eligible Trustee: | All Trustees who would be entitled to vote on a resolution at a meeting; |
| Financial Expert: | An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| General Meeting: | A general meeting of the Charity; |
| INPDA: | International Niemann-Pick Disease Alliance (charity number 1150256); |
| Member: | The member of the Charity for the purposes of the Act, which shall be INPDA, a charitable company limited by guarantee, howsoever that entity shall be known from time to time; |
| the Objects: | The objects of the Charity set out in Article 5; |
| Partners: | The organisations named as partners to the Charity as set out in Article 29; |
| the Register: | The register of members of the Charity kept pursuant to the Act; |
| the Seal: | The common seal of the Charity, if it has one; |
| Secretary: | Any person appointed to perform the duties of secretary of the Charity; |
| Trustee: | a director of the Charity and Trustees means all the directors; |

Vice Chair: The vice chair of the Charity appointed in accordance with these Articles; and

in writing or written: The representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Unless specifically stated otherwise:

1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity.

1.2.2 Words denoting the singular include the plural and vice versa.

1.2.3 Words denoting any one gender include all genders.

1.2.4 Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality).

1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.2.6 The Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

1.2.7 For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.

NAME

2. The name of the company is International Niemann-Pick Disease Registry (INDPR) (or such other name as the Trustees shall from time to time decide).

OFFICE

3. The Office of the Charity will be situated in England.

GUARANTEE

4. The Member of the Charity undertakes that if the Charity is wound up while it is a Member, or within one year after it ceases to be a Member, the Member will contribute to the assets of the Charity such amount as may be required for the payment of the debts and liabilities of the Charity contracted before he ceases to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

OBJECTS

5. The only object for which the Charity is established is to relieve sickness amongst individuals affected by Niemann-Pick diseases, through facilitating the advancement of education in all matters concerning such diseases (**the Objects**).
6. Nothing in these Articles of Association shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or section 2 of the Charities Act (Northern Ireland) 2008.

POWERS

7. In furtherance of the Objects but not further or otherwise, the Charity shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
 - 7.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;
 - 7.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Charity;
 - 7.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
 - 7.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,
 - 7.5 to set aside funds for special purposes or as reserves against future expenditure;
 - 7.6 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - 7.7 to delegate the management of investments to a Financial Expert but only on terms that:
 - 7.7.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

- 7.7.2 every transaction is reported promptly to the Trustees;
 - 7.7.3 the performance of the investments is reviewed regularly with the Trustees;
 - 7.7.4 the Trustees are entitled to cancel the delegation arrangements at any time;
 - 7.7.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 7.7.6 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
 - 7.7.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 7.8 to arrange for investments or other property or assets of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under its instructions and to pay any reasonable fee required;
- 7.9 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Charity. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;
- 7.10 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity's interests or any of them;
- 7.11 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 7.12 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Charity. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Charity;

- 7.13 to insure the property and assets of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 7.14 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 7.15 to subscribe to, support, affiliate, become a member of, transfer all or any of the Charity's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity;
- 7.16 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 7.17 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 7.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 7.19 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 7.20 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Charity receiving any consideration or advantage;
- 7.21 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 7.22 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 7.23 to provide advice and guidance, management and administration services;
- 7.24 to make applications for consent under bye-laws or regulations and other like applications;
- 7.25 to pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
- 7.26 to enter into contracts and provide services to or on behalf of other bodies;
- 7.27 to establish or acquire subsidiary companies to assist or act as agents for the Charity; and

7.28 to do all such other lawful and charitable things as shall further the attainment of the Objects.

USE OF INCOME AND PROPERTY

8. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that this Article shall not prevent any payment in good faith by the Charity:
- 8.1 of reasonable and proper remuneration to any Member, officer or employee of the Charity (not being a Trustee, save that a Trustee may also be an employee or officer of the Member) for any goods or services supplied to the Charity and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Charity;
 - 8.2 of interest at a reasonable rate on money lent by the Member or Trustee;
 - 8.3 of reasonable and proper rent or hiring fee for premises let or hired to the Charity by the Member or Trustee;
 - 8.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
 - 8.5 to any Trustee of reasonable out-of-pocket expenses;
 - 8.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Charity in accordance with Articles 71 – 73;
 - 8.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf;
 - 8.8 of the payment of remuneration to a Trustee for services under a contract with the Charity as authorised by Article 9;
 - 8.9 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustee as permitted under Article 7.12;
 - 8.10 to the Member for reimbursement of any payments made on behalf of the Charity;
 - 8.11 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects;
 - 8.12 of any payment to the Member made pursuant to Article 77 at the point of or prior to dissolution of the Charity; and
 - 8.13 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).

9. A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply services or goods to the Charity in return for a payment or other material benefit if:
 - 9.1 the services or goods are actually required by the Charity;
 - 9.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and is set at a Board meeting in accordance with the procedure in Article 10 and recorded in an agreement in writing;
 - 9.3 the number of Trustees who are interested in any such a contract in any financial year of the Charity is in the minority; and
 - 9.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Charity, and likely to promote the success of the Charity, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Charity for the amount or maximum amount of benefit or payment set at the meeting referred to in Article 9.2.

CONFLICTS OF INTEREST

10. To the extent required by law every Trustee must disclose to the Charity all matters in which he or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Charity.
11. To the extent required by law every Trustee is obliged to avoid situations in which he has (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity. Where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
 - 11.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 11.2 the matter has been proposed and authorised by the Trustees in the manner set out in Article 12.
12. A matter proposed to the Trustees, in relation to which a Trustee(s) is/are conflicted, may only be authorised by the Trustees where:
 - 12.1 subject to Article 13, any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
 - 12.2 the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - 12.3 the Trustee(s) in question is absent from the Board meeting for that item unless expressly invited to remain to provide information.

13. Where there are insufficient Eligible Trustees to form a quorum at a Board meeting (or part of it) the Eligible Trustees present shall be deemed to form a quorum for the purposes of authorising the matter proposed to them under Article 11.2 provided that:
 - 13.1 they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by the these Articles; and
 - 13.2 the total number of Trustees at the Board meeting is equal to or higher than the usual quorum for the Board.
14. Subject to Article 15, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Charity, the Trustee must:
 - 14.1 declare the nature and extent of that interest either at a Board meeting or by written notice before the Charity enters into the transaction or arrangement;
 - 14.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
 - 14.3 not be counted in the quorum for that part of the Board meeting; and
 - 14.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).
15. Notwithstanding Article 14, a Trustee who is interested in a proposed transaction or arrangement with the Charity may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 16 (“a permitted cause”).
16. This Article applies when a Trustee’s interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or Trustee’s conflict of interest arises from any of the following permitted causes:
 - 16.1 where the proposed transaction or arrangement is one which applies to the Trustee(s) in question in common with other third parties and there is no benefit to the Trustee(s) in question over and above that afforded to such third parties;
 - 16.2 any transaction or arrangement with a charity of which a Trustee is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Trustee;
 - 16.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
 - 16.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.

17. Subject to article 18, if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.
18. If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Board at that Board meeting, for which purpose the Chair shall not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes

MEMBER'S LIMITATION OF LIABILITY

19. The liability of the Member is limited.

MEMBERS

20. The number of Members of the Charity is one.
21. The Member or any successor body shall be the sole Member of the Charity.
22. The rights and privileges of the Member shall be personal to the Member and shall cease on dissolution or the appointment of a receiver or liquidator.
23. The Member shall be subject to the provisions of these Articles in relation to its membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of, or prior to, its becoming a Member.
24. Membership of the Charity is not transferable.

GENERAL MEETINGS

25. Subject to the provisions of the Act, the Charity shall dispense with the holding of General Meetings and all resolutions of the Charity shall be passed by way of written resolution signed by the duly authorised representative of the Member. The date of each such written resolution shall be the date on which the duly authorised representative signs.

TRUSTEES

26. Until otherwise determined by a written resolution of the Member, the number of Trustees shall not be less than [three] nor more than [17].
27. Up to [three] Trustees shall be appointed by the Member.
28. Each Partner (as defined in Article 29) may nominate up to one Trustee for appointment by the Board.
29. Subject to Article 30, the first partners of the Charity shall be the following organisations:
 - 29.1 Fundacion Niemann-Pick de Espana (Spain)
 - 29.2 National Niemann Pick Disease Foundation (USA)

- 29.3 Niemann-Pick Disease Group (UK)
- 29.4 Niemann-Pick Selbsthilfegruppe (Germany)
- 29.5 Vaincre Les Maladies Lysosomales (France)
- 29.6 University Hospital Birmingham NHS Trust
- 29.7 University Hospital "Santa Maria della Misericordia".

(each a **Partner** and together the **Partners**)

- 30. The Member may at any time by written resolution amend the list of Partners set out in Article 29 by adding, replacing or removing any organisation as it shall decide.
- 31. The first Trustees shall be:
 - 31.1 Dr Tareke Hiwot
 - 31.2 Mrs Toni Mathieson
 - 31.3 Mr James Green
- 32. Subject to the provisions of these Articles, any vacancy arising on the Board shall be filled following an appointment by the Member or nomination by a Partner and subsequent appointment by the Board (as the case may be), such that the newly appointed Trustee is appointed in the same manner as the previous Trustee whose departure created the relevant vacancy.
- 33. A person shall not be entitled to act as a Trustee, whether on a first or subsequent appointment, unless he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Articles.

POWERS AND DUTIES OF THE TRUSTEES

- 34. Subject to the provisions of the Act and these Articles and to any directions given by special resolution or written special resolution of the Charity, the business of the Charity shall be managed by the Trustees for which purpose they may exercise all the powers of the Charity. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees 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 Trustees by these Articles and a Board meeting at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 35. The Trustees may exercise all the powers of the Charity to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party, but only in so far as is permitted by law.

36. Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

DISQUALIFICATION OF TRUSTEES

37. The office of a Trustee shall be vacated if:
- 37.1 in the case of a Trustee appointed by the Member, he is removed from office by the Member;
 - 37.2 in the case of a Trustee nominated for appointment by a Partner, he is removed from office by a notification to the Charity from the Partner who nominated him;
 - 37.3 he dies or becomes subject to a bankruptcy order or he makes any arrangement or composition with his creditors;
 - 37.4 he is the subject of a written opinion by a registered medical practitioner who is treating that Trustee, addressed to the Charity, stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 37.5 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or an administrator or a liquidator is appointed, or ceases to exist;
 - 37.6 by notice in writing to the Charity he resigns his office but only if at least three Trustees will remain in office after his resignation;
 - 37.7 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
 - 37.8 he is disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to Trustees;
 - 37.9 he is removed by the Trustees on the basis that in its reasonable opinion, his conduct or behaviour is detrimental to the interests of the Charity (in which case, the Trustees shall notify the Member or the relevant Partner, as applicable, in writing);
 - 37.10 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine; or
 - 37.11 he absents himself from Board meetings during a continuous period of twelve months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office.

RETIREMENT OF TRUSTEES

38. Trustees who are appointed by the Member may serve in office for three years. At the end of his three year term in office, a Trustee may be re-appointed by the Member in the year in which he is due to retire for a further term of office of three years. At the end of

his second term of office, a Trustee may be re-appointed by the Member for one final term of three years, after which he may not be re-appointed without first taking at least one year out of office.

39. Trustees who have been appointed following the nomination of a Partner may serve in office for such period as is determined by the relevant Partner from time to time.
40. Notwithstanding anything in these Articles, the Member may by written resolution or by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiration of his period of office.

PROCEEDINGS OF THE TRUSTEES

41. The quorum necessary for the transaction of business of the Trustees shall be three Trustees or one third of the Trustees (whichever is the greater). Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
42. Unless otherwise resolved by the Trustees, the Trustees shall meet every six months (of which at least one such meeting per calendar year shall be attended in person by the majority of the Trustees) and may meet more frequently if it wishes.
43. The Trustees may from time to time elect from amongst their number a Chair and a Vice Chair and may determine for what period they are to hold office. The Chair shall be entitled to preside as chair at all Board meetings and meetings of the Charity at which he shall be present. If the Chair is unwilling to do so or is not present within fifteen minutes after the time appointed for holding the meeting, or no person has been appointed to the position of Chair, the Vice Chair (if any) shall act as chair of the meeting and if no Vice Chair is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of its number to be chair of the meeting.
44. A Chair or a Vice Chair elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chair and Vice-Chair may be re-elected unless the Member notifies the Board otherwise.
45. The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with any rules that the Trustees impose.
46. The Board may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.
47. All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.
48. Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

49. Any of the Trustees, or any committee of the Trustees, can take part in a Board meeting or committee meeting by way of a:
 - 49.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 49.2 series of video conferences or telephone calls from the chair of the meeting
50. Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the chair will be treated as taking place where the chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the chair of the meeting is unless the Trustees decide otherwise.
51. The Chair or Vice-Chair of the Board may, and on the request of two Trustees shall, at any time call a Board meeting.
52. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
53. All acts bona fide done by any Board meeting, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member, or person acting as aforesaid, or that they or 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 and had been entitled to vote.
54. The Trustees shall cause proper minutes to be made in books provided for the purpose of:
 - 54.1 all appointments of officers made by the Trustees;
 - 54.2 the names of the Trustees present at each Board meeting and of any committee of the Trustees; and
 - 54.3 all resolutions and proceedings at all meetings of the Charity and of the Trustees and of committees of the Trustees.

Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

55. A resolution of the Trustees may be taken by majority of the Eligible Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a Board meeting or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Board meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than

one person. For the avoidance of doubt, a Trustee may indicate his agreement to a resolution in Electronic Form.

SECRETARY

56. A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

EXECUTION OF DOCUMENTS

57. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Charity in accordance with the Act.

HONORARY OFFICERS

58. The Trustees may, at any time and from time to time, appoint any person, whether a Trustee or not, to be president, a vice-president or a patron of the Charity. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

ACCOUNTS

59. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Charity, carrying on activities of the nature carried on by the Charity.

ANNUAL REPORT

60. The Trustees shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

ANNUAL RETURN

61. The Trustees shall comply with its obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of any annual return and its transmission to the Charity Commission.

NOTICES

62. Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
63. The only address at which the Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

64. Subject to the Articles, any notice or document to be sent or supplied to Trustee in connection with the taking of decisions by the Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
65. A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
66. Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
67. Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
68. Where a document or information is sent or supplied by the Charity by means of a website, service or delivery shall be deemed to be effected when:
 - 68.1 The material is first made available on the website; or
 - 68.2 If later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
69. The Member, or a Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
70. In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

INDEMNITY AND INSURANCE

71. Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, every Trustee or other officer shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or he is acquitted, or relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.
72. To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Charity, provided that he will be obliged to repay such amounts no later than:
 - 72.1 if he is convicted in proceedings, the date when the conviction becomes final; or

- 72.2 if judgement is given against him in proceedings, the date when the judgement becomes final; or
- 72.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.
73. Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

ALTERATIONS TO THESE ARTICLES

74. No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting or by a written special resolution.
75. Alterations may only be made to:
- 75.1 the Objects; or
- 75.2 to any clause in these Articles which directs the application of property on dissolution; or
- 75.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit;
- with the Charity Commission's prior written consent where this is required by law.
76. The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles must be contain such alterations.

DISSOLUTION

77. If, upon the winding-up or dissolution of the Charity, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall be given or transferred to some other charitable institution or institutions in any part of the world operating with similar objects to the Objects (which may include INPDA (or any successor body) notwithstanding that INPDA is also the Member) and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Charity under, or by virtue of, Article 7. Such charitable institution or institutions shall be chosen by the Member at or before the date of dissolution, or in default by the Charity Commission.