

GDM09/15

Company No:

Charity No:

**THE COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
WORLD COUNCIL OF OPTOMETRY**

withers ^{LLP}

16 Old Bailey

London

EC4M 7EG

Tel: +44 (0)20 7597 6135

Fax: +44 (0)20 7597 6543

Ref: CSP

Company No:

Charity No:

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Memorandum of Association

of

World Council of Optometry

1. Name

The name of the company is 'World Council of Optometry' ('**the Charity**').

2. Registered Office

The registered office of the Charity will be in England and Wales.

3. Object

3.1 The Object of the Charity ('**the Object**') is the worldwide improvement and conservation of human vision for the public benefit by such means as the Governing Board shall think fit, including but not limited to:

- (a) the enhancement and development of primary eye and vision care by Optometrists;
- (b) the promotion of high standards of education and practice by Optometrists including by the promotion of international coordination of Optometrists;
- (c) the provision of support to aid programmes directed at the provision of eye and vision care to societies in need; and
- (d) the promotion of the advancement of the science of Optometry.

4. Powers

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

- (a) to support, administer or establish other charities or other bodies;

- (b) to consult, advise, co-operate with or assist others, including, without limitation, other organisations concerned with the development of Optometry and the prevention of blindness;
- (c) to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration);
- (d) 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;
- (e) to raise funds (but not by means of 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 Object, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- (f) to write, print, publish, issue, produce and circulate materials in any medium;
- (g) to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- (h) to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- (i) 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;
- (j) subject to such consents or procedures as may be required by law, to borrow money and give security for loans;
- (k) 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 Governing Board shall determine;
- (l) subject to such consents or procedures as may be required by law, to let, license or dispose of all or any assets held from time to time by or on behalf of the Charity;
- (m) to set aside funds for special purposes or as reserves against future expenditure;

- (n) to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law;
- (o) to delegate the management of investments to a Financial Expert, but only on terms that:
 - (1) the investment policy is set down in writing for the Financial Expert by the Governing Board;
 - (2) the performance of the investments is reviewed regularly with the Governing Board;
 - (3) the Governing Board is entitled to cancel the delegation arrangement at any time;
 - (4) the investment policy and the delegation arrangement are reviewed by the Governing Board at least once a year;
 - (5) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Governing Board on receipt; and
 - (6) the Financial Expert does not do anything outside the powers of the Governing Board;
- (p) to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Governing Board or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- (q) to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants;
- (r) to delegate functions to committees, officers and/or employees or other staff of the Charity;

- (s) 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 when required;
- (t) subject to the provisions of the Acts, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Board Member or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Acts and to pay for indemnity insurance for the Board Members;
- (u) to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons;
- (v) to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Charity) to assist or act as agents for the Charity or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Charity;
- (w) to amalgamate with any other bodies that are charitable and have objects similar to the Object 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 this Memorandum;
- (x) to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity;
- (y) to do any such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Object; and
- (z) to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, either alone or in conjunction with or through the medium of others.

5. **Application of Income and Property**

- 5.1 The property and funds of the Charity must be used only for the promotion of the Object and do not belong to the Members. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the provision of goods or services to a Member or Board Member who is a beneficiary of the Charity in that capacity or the payment of:

- (a) reasonable and proper remuneration to any officer, employee or Member in return for any goods or services provided to the Charity;
- (b) a reasonable rate of interest on money lent to the Charity;
- (c) a reasonable rent or hiring fee for property let or hired to the Charity;
- (d) sums to any company in which a Member has no more than a 1 per cent shareholding;
- (e) premiums on the indemnity insurance referred to in sub-clause 4.1(t);
- (f) charitable grants or other assistance to a Member which are to be applied for charitable purposes; or
- (g) any sum (or the transfer of any asset) to a Member in accordance with Clause 8 where it is to be applied for charitable purposes.

5.2 A Board Member must not receive any payment or other Material Benefit from the Charity except:

- (a) as permitted by law;
- (b) as mentioned in clauses 5.1 and 5.3;
- (c) cover provided under a policy of trustee liability insurance;
- (d) trustee indemnity in accordance with clause 4.1(t);
- (e) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business;
- (f) in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission).

5.3 Any Board Member (or any firm or company of which a Board Member is a partner, director, member or employee) may enter into a 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;
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services;
- (c) no more than one half of the Board Members are subject to such a contract in any financial year; and

(d) the Board Members comply with the procedures set out in Clause 5.4 and any such additional procedures as may be required by law.

5.4 Whenever a Board Member has a personal interest in a matter to be discussed at a meeting of the Board Members or a committee the Board Member concerned must:

- (a) declare an interest as or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter; and
- (e) comply with such additional procedures as are required by law.

5.5 If a Conflict of Interests arises for a Board Member in relation to a proposed course of action and no other provision in the Memorandum or the Articles authorises the proposed course of action despite such Conflict of Interests, those Board Members for whom such Conflict of Interests has not arisen may, if they consider that it is in the best interests of the Charity to do so, authorise the proposed course of action despite such Conflict of Interests at a meeting of the Governing Board conducted in accordance with clause 5.4, for the purpose of which the relevant Conflict of Interests shall be regarded as the personal interest of the Board Member for whom that Conflict of Interests has arisen. The Board Member for whom the Conflict of Interests has arisen shall act in relation to the course of action and at all times in the best interests of the Charity.

5.6 This Clause 5 may not be amended without the prior written consent of the Charity Commission.

6. **Limited Liability**

The liability of the Members is limited.

7. **Guarantee**

Each Member promises to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity if the Charity is dissolved while he is a Member or within 12 months after he ceases to be a Member.

8. **Dissolution**

8.1 The Charity may be dissolved by a resolution of the Members.

8.2 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other organisations selected by the Members and established for exclusively charitable purposes within, the same as or similar to the Object; or
- (b) directly for the Object or charitable purposes within, the same as or similar to the Object.

9. **Interpretation**

Words and expressions defined in the Articles have the same meanings in the Memorandum.

We wish to be formed into a company under this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

[name of member]

[address of member]

[name of member]

[address of member]

Company No:
Charity No:

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

World Council of Optometry

1. Table C

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Charity.

2. Interpretation

2.1 In these Articles and the Memorandum:

'the Acts'	means the Companies Act 1985 including any statutory modification or re-enactment of it from time to time in force and any provisions of the Companies Act 2006 from time to time in force;
'these Articles'	means these articles of association;
'Board Member'	means a trustee of the Charity. For the avoidance of doubt, the Board Members are the directors (for the purposes of the Acts) and the charity trustees of the Charity;
'Chairman'	means the chairman of the Governing Board who is himself a Board Member;

'charitable purposes'	means purposes that are exclusively charitable under the laws of England and Wales provided that it shall not include any purpose that is not charitable in accordance with both section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008 'charitable' shall be construed accordingly;
'the Charity'	means the company governed by these Articles;
'the Charity Commission'	means the Charity Commission for England and Wales;
'clear day'	means 24 hours from midnight following the relevant event;
'Conflict of Interests'	means a direct or indirect conflict of interests or possible conflict of interests;
'Country'	means a member of the United Nations;
'electronic communication'	means electronic communication as defined in the Electronic Communications Act 2000;
'Executive Director'	means an executive director appointed in accordance with Article 11;
'Extraordinary Delegates Meeting'	means an extraordinary meeting of the National Delegates;
'Financial Expert'	means an individual, company or firm who is an authorised or exempt person within the meaning of the Financial Services and Markets Act 2000;
Governing Board'	'means all of the Board Members or a duly convened meeting of the Board Members;
'Material Benefit'	means a benefit (whether direct or indirect) which may or may not be financial but which has a monetary value;
'Membership'	refers to company law membership of the Charity and 'Members' and 'Member' shall be construed accordingly;

'the Memorandum'	means the Charity's memorandum of association;
'month'	means calendar month;
'National Delegate'	means a person who is appointed in accordance with Article 5.1;
'National Delegation'	means a National Delegation appointed in accordance with Article 5.1;
'National Organisation'	an organisation that is established in a Country to promote Optometry;
'the Object'	means the Object of the Charity as set out in Clause 3 of the Memorandum;
'Officers'	means the Officers of the Charity, namely the President, President-Elect, Immediate Past President and Treasurer, for the avoidance of doubt, such Officers shall be Board Members;
'Optometrist'	means a person carrying out the profession and science of Optometry;
'Optometry'	means the science and profession of optometry as may be defined by a Delegates' Meeting from time to time;
'Ordinary Delegates' Meeting'	means an ordinary meeting of the National Delegates;
'Region'	means one of the geographical regions referred to in Article 3;
'Regional Organisation'	means a Regional Organisation appointed in accordance with Article 3.2 or 3.3;
'Regulations'	means regulations passed by the Governing Board in accordance with Article 10.5;
'Secretariat'	means the Secretariat established in accordance with Article 11;

‘Standing Committees of the Governing Board’ means such committees established in accordance with Article 12.1 as the Governing Board and classified as Standing Committees of the Governing Board in accordance with Article 12.2.

‘written’ or ‘in writing’ refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form); and

‘year’ means a calendar year.

2.2 Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural number and vice versa.

2.3 Subject to this Article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Acts.

2.4 Any reference to ‘person’ or ‘persons’ includes natural persons, firms, partnerships, companies, corporations, associations, organisations, charities and trusts (in each case whether or not having separate legal personality).

2.5 Any reference to a statute, statutory provision or subordinate legislation (**‘legislation’**) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

3. **Regions and Regional Organisations**

3.1 The Charity shall have such geographical regions as the Governing Board may from time to time specify (**‘Regions’**).

3.2 The Regional Organisations existing pursuant to Byelaw 2.5 of the Byelaws of the unincorporated World Council of Optometry at the date of the incorporation of the Charity shall be Regional Organisations pursuant to this Article at the date of the incorporation of the Charity.

3.3 The Governing Board may, at its discretion, appoint further organisations or groups of organisations as Regional Organisations or establish further organisations to be Regional Organisations.

3.4 The Governing Board may, at its discretion, resolve that an organisation shall cease to be a Regional Organisation.

3.5 For the avoidance of doubt, the Regional Organisations shall not be Members of the Charity for the purposes of the Acts.

4. **Members**

4.1 The persons appointed pursuant to this Article shall be the only Members, save that the subscribers shall be the first Members.

4.2 The Charity must keep a Register of Members as required by the Acts.

4.3 The Members shall be National Organisations who submit an application for Membership to the Governing Board in the form and in accordance with the procedure specified by the Governing Board and who are admitted by the Governing Board.

4.4 The Governing Board shall have power to specify in the Regulations the requirements that must be fulfilled by Members and may, at its absolute discretion, accept or reject an application for Membership.

4.5 Membership of the Charity shall not be transferable.

4.6 The Governing Board may prescribe in the Regulations the privileges and duties of Members and set the amounts of any subscriptions payable by Members.

4.7 Membership will be terminated if the Member concerned:

- (a) gives written notice of resignation to the Charity;
- (b) is more than one year in arrears in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due);
- (c) ceases to exist; or
- (d) is removed from Membership by a resolution of the Governing Board passed in a Board Meeting, provided that the Member in question shall be given reasonable notice of such a meeting and shall have an opportunity to attend and be heard thereat.

4.8 The Governing Board may establish classes of non-voting membership and prescribe in the Regulations their respective privileges and duties and set the amounts of any subscriptions. Such non-voting members shall not be Members for the purposes of the Acts.

5. **Members Voting and National Delegations**

- 5.1 All decisions of the Members shall be taken at Delegates' Meetings or by written resolutions signed by National Delegates and the Members shall have no separate right to attend meetings or to vote as Members.
- 5.2 The Members based in each Country shall together from time to time appoint up to three individuals to be National Delegates to serve as a single National Delegation. The Members based in each Country may remove and replace National Delegates from time to time as they shall see fit. The Members based in each Country shall send notice of the Secretariat of the names of the National Delegates from time to time. Such notice shall be in the form the Secretariat shall from time to time require.
- 5.3 Each National Delegation shall have one vote in respect of any resolution, whether it is passed at a Delegates' Meeting or in writing.
- 5.4 If no National Delegation has been appointed by the Members based in a particular Country the Governing Board may, at its absolute discretion, appoint National Delegates to serve as a National Delegation to exercise the rights of the Members based in that Country.
- 5.5 The Governing Board may pass such Regulations and issue such instructions regarding the appointment, removal and conduct of National Delegates and National Delegations as it shall from time to time see fit.

6. **Delegates' Meetings**

- 6.1 Ordinary Delegates' Meetings shall be held at intervals of not less than 22 and not more than 27 months.
- 6.2 The Governing Board may call an Extraordinary Delegates' Meeting at any time and must call an Extraordinary Delegates' Meeting if it receives a requisition by the Members in accordance with the Acts.
- 6.3 An Ordinary Delegates' Meeting or an Extraordinary Delegates' Meeting to amend the Memorandum or these Articles or to dissolve the Charity or to elect a President or President-Elect must be called by at least three months' notice.
- 6.4 Any other Delegates' Meetings must be called by at least two months' notice.
- 6.5 Subject to the provisions of the Acts, a Delegates' Meeting may be called by shorter notice, if so agreed by all the National Delegations entitled to attend and vote at that meeting.

- 6.6 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The text of all special resolutions to be proposed at the meeting must be set out in the notice.
- 6.7 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the Members, the National Delegates and to the auditors of the Charity.
- 6.8 The Governing Board may invite people or organisations, including but not limited to Members, who are not National Delegates to attend and participate in, but not vote at, Delegates' Meetings.

7. **Proceedings at Delegates' Meetings**

- 7.1 The President or, if he is absent or unwilling or unable to act, the President-Elect shall be the chairman of the Delegates' Meeting. If neither the President nor the President-Elect is present and willing and able to act, the National Delegates present shall appoint one of their number to be the chairman of the Delegates' Meeting.
- 7.2 No business shall be transacted at any Delegates' Meeting unless a quorum is present. The quorum for Delegates' Meetings may be fixed by the Governing Board and unless so fixed at any other number shall be a quarter of all National Delegations provided that a meeting shall not be quorate unless it is attended by National Delegations from at least the greater of three and 50% of the Regions.
- 7.3 If the requirement of Article 7.2 is not satisfied within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the next day at the same place or to such time and place as the National Delegations present may determine. The National Delegations present at the reconvened meeting, whatever their number, shall be a quorum.
- 7.4 The chairman of the meeting may, with the consent of the National Delegations, (and shall if so directed by the National Delegations present at the meeting) adjourn the meeting from time to time and from place to place.
- 7.5 No business shall be transacted at a reconvened meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the reconvened meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 7.6 Each National Delegation shall be given one voting card at each General Meeting.

- 7.7 Unless a poll is demanded, a resolution put to the vote of a meeting shall be decided on a show of voting cards of those National Delegations present and entitled to vote. If a poll is demanded by one or more National Delegations or by the chairman it shall be taken in such manner as the chairman,, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.
- 7.8 A resolution shall be duly passed if a simple majority, or such higher percentage as may be required by the Acts or these Articles, of the votes cast at the meeting are in favour of the resolution, provided that a resolution to dissolve the Charity shall be duly passed only if 75% of the National Delegations present and entitled to vote at the Delegates' Meeting votes in its favour.
- 7.9 Subject to the provisions of the Acts, a written resolution agreed by such proportion of the National Delegations entitled to attend and vote at a Delegates' Meeting at the date of circulation of the resolution as may be required by the Acts is as valid as a resolution actually passed at a Delegates' Meeting. A written resolution will lapse if it is not passed within 2 months of the date on which it is circulated.
- 7.10 No objection shall be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

8. **Appointment of Board Members**

- 8.1 A person who has been appointed as an Officer pursuant to the Constitution and Byelaws of the unincorporated World Council of Optometry and who is in office at the date of the incorporation of the Charity shall continue to hold that office until the first Ordinary Delegates' Meeting of the Charity.
- 8.2 The Board Members appointed by the Regional Members under the provisions of the Constitution and Byelaws of the unincorporated World Council of Optometry in office at the date of the incorporation of the Charity shall be the first Board Members and shall serve as such until the first Ordinary Delegates' Meeting of the Charity.
- 8.3 The Governing Board shall comprise the President, the President–Elect, the Immediate Past President and the Board Members appointed by the Regional Organisations or the Governing Board in accordance with Article 8.15 and Article 8.16.
- 8.4 The Governing Board shall appoint one of the Board Members appointed in accordance with Article 8.15 or Article 8.16 as the Treasurer of the Charity for a term of up to two

years. A person shall not serve as Treasurer for a continuous period that is longer than six years.

- 8.5 At each Ordinary Delegates' Meeting, the Members shall elect a President-Elect. The President-Elect shall serve as such from the end of the Ordinary Delegates' Meeting at which he is elected until the end of the next following Ordinary Delegates' Meeting.
- 8.6 After completion of his term in office as President-Elect the President-Elect shall become the President and shall serve as such from the end of the Ordinary Delegates' Meeting at which he ceased to be the President-Elect until the end of the next Ordinary Delegates' Meeting.
- 8.7 If a President-Elect is unwilling or unable to serve as President, he shall inform the Governing Board as soon as reasonably possible. The Members shall then elect a President at the Ordinary Delegates' Meeting at which the President-Elect was due to become President
- 8.8 After completion of his term in office as President the President shall become the Immediate Past President and shall serve as such from the end of the Ordinary Delegates' Meeting at which he ceased to be the President until the end of the next following Ordinary Delegates' Meeting at which he shall retire from office.
- 8.9 The Governing Board may appoint up to two individuals each of whom is a Member of a National Organisation who is willing to act to be additional Board Members. A Board Member so appointed shall hold office only until the next Ordinary Delegates' Meeting and shall vacate office at the end thereof.
- 8.10 In the event of vacancy arising in the office of the President-Elect, the Governing Board may appoint a Board Member (other than the President) who is willing to act to fill such vacancy. A President-Elect so appointed shall hold office only until the end of the next Ordinary Delegates' Meeting, at which an election for the appointment of a President shall be held at which he may be nominated by the Governing Board to stand for election as President.
- 8.11 In the event of vacancy arising in the office of the President, the President-Elect shall become the President and shall serve for the remainder of the term that his predecessor served and then shall serve a full term as President, after which he shall become the Immediate Past President in accordance with Article 8.8.
- 8.12 Elections for the appointment of a President-Elect under Article 8.5, a President under Article 8.7 or Article 8.10 shall be held in accordance with the procedure set out in this Article:

- (a) At least six months before the Ordinary Delegates' Meeting at which the election is to take place the Secretariat shall notify the Members and Regional Organisations of the posts in respect of which such elections will be held and will invite the Members and Regional Organisations to nominate individuals who are members of National Organisations to stand for election to those posts;
- (b) Nominations must be sent to the Secretariat at least three months before the Delegates' Meeting, the nomination must be accompanied by a curriculum vitae and personal statement of the candidate. Each nomination must be supported by two Members or two officers of a Regional Organisation. If no nominations are received for a post by this date, the Governing Board may extend this deadline in respect of nominations for that post by up to one month or nominate a candidate for the post. If the deadline is extended and no candidate is nominated before the extended deadline, the Governing Board shall nominate a candidate;
- (c) Two months before the Delegates' Meeting, the Secretariat shall send details of all the nominated individuals to the Members;
- (d) The election shall be held by secret ballot of the Members present at the Ordinary Delegates' Meeting and shall be decided by a single transferable vote;

provided that these deadlines may be waived by the Governing Board in the event that a vacancy arises due to a President or President-Elect ceasing to serve before the end of the term for which they were appointed.

- 8.13 A person may only stand for election as President-Elect or President if he is a member of a National Organisation and is nominated by a Member or by a Regional Organisation in accordance with Article 8.11 or by the Governing Board in accordance with Article 8.10 or 8.11.
- 8.14 A person may not stand for election as President-Elect if the National Organisation of which they are a member is situated in the same Region as the National Organisation of which the current President-Elect is a member.
- 8.15 Two months before each Ordinary Delegates' Meeting, each Regional Organisation shall notify the Secretariat of the names of up to three people whom it has appointed to serve as Board Members for a term beginning at the end of that Ordinary Delegates' Meeting and ending at the end of the next following Ordinary Delegates' Meeting. At least two of the persons so appointed by each must be or have been practising Optometrists.
- 8.16 If no Regional Organisation has been appointed in a particular Region, the Governing Board may, in consultation with those Members that are based in that Region, appoint three people who are members of National Organisations based in that Region to be

Board Members. At least two of the persons so appointed must be or have been practising Optometrists.

8.17 A Board Member appointed under Article 8.15 or Article 8.16 may serve for no more than two consecutive terms.

8.18 A Board Member appointed under Article 8.15 may be removed and replaced by the Regional Organisation that appointed him and a Board Member appointed under Article 8.16 may be removed and replaced by the Governing Board.

9. **Disqualification and Removal of Board Members**

9.1 A Board Member's term of office automatically terminates if he:

- (a) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Board Member;
- (b) resigns by written notice to the Board Members;
- (c) is removed from office by the Members pursuant to the Acts;
- (d) is absent without permission from more than three consecutive meetings of the Board;
- (e) becomes prohibited by law from being a charity trustee or a company director;
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (g) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

10. **Powers and Proceedings of the Governing Board**

10.1 The Governing Board shall have the control of the Charity and its property and funds.

10.2 The Governing Board shall have power to exercise any powers of the Charity that are not reserved to the Members.

10.3 A Board Meeting must be called by at least two months' notice unless otherwise agreed by all the Members entitled to attend and vote at that meeting.

10.4 Subject to the provisions of these Articles and the Acts, the Governing Board may regulate its proceedings as it thinks fit.

- 10.5 The Governing Board shall have power to pass and amend Regulations consistent with the Memorandum, these Articles and the Acts to govern the proceedings of the Charity.
- 10.6 A Board Member may call a meeting of the Governing Board.
- 10.7 The minimum number of meetings of the Governing Board to be held each year may be fixed by the Governing Board from time to time and unless so fixed shall be one.
- 10.8 Questions arising at a meeting of the Governing Board shall be decided by a majority of the votes of the Board Members. In the case of an equality of votes, the person presiding at the meeting shall have a second or casting vote.
- 10.9 A meeting of the Governing Board shall be quorate only if it is attended by one or both of the President and the President-Elect and by Board Members from at least the greater of three and 50% of the Regions.
- 10.10 All acts done by a meeting of the Governing Board or of a committee appointed under Article 12, or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or committee member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member or committee member and had been entitled to vote.
- 10.11 A written resolution agreed by all of the Board Members entitled to receive notice of a meeting of the Governing Board and to vote on the issue in question is as valid as a resolution actually passed at a meeting of the Governing Board duly convened and held.
- 10.12 Any Board Member may participate in a meeting of the Governing Board by means of telephone, or some other oral form of communication whereby all persons participating in the meeting can hear each other and speak to each other, and participation in a meeting in this manner shall constitute presence in person at such meeting.

11. **Secretariat and Executive Director**

The Governing Board may establish a Secretariat or procure that a Secretariat is established and may appoint an Executive Director on such terms and for such a period as the Governing Board may think fit.

12. **Committees**

- 12.1 The Governing Board may establish a committee or committees comprising such persons as they shall think fit provided that each committee must include at least one Board Member, who shall serve as the chairman of that committee.

12.2 The Governing Board may classify some committees established in accordance with Article 12.1 as Standing Committees of the Governing Board.

12.3 The proceedings and powers of committees established by the Governing Board shall be governed by such rules as the Governing Board may from time to time prescribe.

12.4 All proceedings of committees must be reported promptly to the Governing Board.

13. **Executive Committee**

13.1 The Executive Committee shall comprise the Officers and the chairmen of the Standing Committees of the Governing Board.

13.2 The proceedings and powers of the Executive Committee shall be governed by such rules as the Governing Board may from time to time prescribe.

13.3 All proceedings of the Executive Committee must be reported promptly to the Governing Board.

14. **Minutes**

14.1 The Governing Board shall cause minutes to be made in books (or other recordable format) kept for the purpose:

(a) of all appointments of Officers made by the Members or the Governing Board;
and

(b) of all proceedings at Delegates' Meetings and meetings of the Governing Board or committees, including the names of the persons present at each such meeting.

14.2 Minutes of all meetings of the Governing Board and Delegates' Meetings and copies of all resolutions must be kept for a minimum of 10 years and available for inspection in accordance with the Acts.

15. Notices

- 15.1 Any notice to be sent to or by any person pursuant to these Articles, except a notice calling a meeting of the Governing Board, shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications includes any number or address used for the purpose of such communications.
- 15.2 The Charity may give any notice to Members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a Member at his address or by leaving it at that address.
- 15.3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was sent to an email address.
- 15.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 15.5 If a Member is present at a Delegates' Meeting or a Board Member is present at a meeting of the Governing Board he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

16. Accounts

- 16.1 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Charity and otherwise complying with the Acts shall be kept at the registered office or such other place within the United Kingdom as the Governing Board thinks fit.
- 16.2 The Governing Board shall comply with the requirements of the Acts and the Charities Act 1993 in relation to the inspection by Members of the minute books and annual accounts of the Charity but subject to those restrictions may impose reasonable restrictions as to the time and manner of any such inspection.
- 16.3 The Governing Board shall comply with the requirements of the Acts in sending copies of such accounts or summary of financial statements, balance sheets and reports or any

other document required by law to be annexed or attached to them to all persons entitled to receive notice of Delegates' Meetings of the Charity at the time when the accounts are filed with the Registrar of Companies, which must be within nine months of the end of each financial year.

17. Winding Up

On the winding up and dissolution of the Charity the provisions of the Memorandum shall have effect as if repeated in these Articles.

18. Indemnity

The Charity may indemnify any Board Member against any liability incurred by him or her in that capacity, to the extent permitted by the Acts.

We wish to be formed into a company under these Articles.

NAMES AND ADDRESSES OF SUBSCRIBERS

[name of member]

[address of member]

[name of member]

[address of member]