

Company Number: 02722770
Charity Number: 1030406

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE INTERNATIONAL SOCIETY OF ULTRASOUND IN OBSTETRICS AND GYNECOLOGY

1. NAME

The name of the Company is The International Society of Ultrasound in Obstetrics and Gynecology ('the Charity')

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The object of the Charity is the protection and preservation of health by promoting the science of ultrasound in obstetrics and gynaecology and education therein for the benefit of the public ('the Objects')

4. POWERS

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

- 4.1 To promote or carry out research
- 4.2 To propose guidelines and provide advice
- 4.3 To publish or distribute information
- 4.4 To organise conferences and seminars
- 4.5 To co-operate with other bodies
- 4.6 To support, administer or set up other charities
- 4.7 To trade for the purpose of carrying out the Objects
- 4.8 To raise funds (but not by means of taxable trading)
- 4.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act)
- 4.10 To acquire, hire or maintain property of any kind
- 4.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
- 4.12 To make grants or loans of money and to give guarantees

- 4.13 To set aside funds for special purposes or as reserves against future expenditure
- 4.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert and having regard to the suitability of investments and the need for diversification)
- 4.15 To delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.15.1 the investment policy is set down in writing for the Financial Expert by the Trustees
 - 4.15.2 every transaction is reported promptly to the Trustees
 - 4.15.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once in each calendar year
 - 4.15.6 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
 - 4.15.7 the Financial Expert must not do anything outside the powers of the Trustees
- 4.16 To arrange for investments or other property 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) under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required
- 4.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.18 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.19 Subject to Article 5, to employ paid or unpaid agents, staff or advisers
- 4.20 To enter into contracts to provide services to or on behalf of other bodies
- 4.21 To establish subsidiary companies to assist or act as agents for the Charity
- 4.22 To operate the Charity in any part of the world
- 4.23 To register the Charity in any part of the world
- 4.24 To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services

- supplied
- 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
- 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 5.2.1 as mentioned in clauses 4.18, 5.1.2, 5.1.3 or 5.3.
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5.2.4 payment to any company in which a Trustee has no more than a one per cent shareholding
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

- 5.3 Subject to approval by the Charities commission, any Trustee (or any firm or company of which a Trustee is a 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:
 - 5.3.1 the goods or services are actually required by the Charity
 - 5.3.2 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 clause 5.4

- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3 not be counted in the quorum for that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter

- 5.5 This clause may not be amended without the prior written consent of the Commission

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8. DISSOLUTION

8.1 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:

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

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

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

9. MEMBERSHIP

9.1 The Charity must maintain a register of members with an entry for each member showing the member's name and address and the date on which they became a member and ceased to be a member. The register of members must be kept at the registered office or at a single alternative inspection location. The register must be made available for inspection within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act:

9.1.1 by any member without charge; and

9.1.2 by any other person subject to the payment of a fee at a level that is permitted by law.

9.2 Membership of the Charity is open to any individual interested in promoting the Objects who

9.2.1 applies to the Charity in the form required by the Trustees

9.2.2 is approved in accordance with criteria determined by the Board from time to time

and

9.2.3 Signs the register of members or otherwise consents to becoming a member

9.3 The Board may delegate the power to admit members

9.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

9.5 Membership is terminated if the member concerned

9.5.1 gives written notice of resignation to the Charity

9.5.2 dies

9.5.3 is six months in arrears in paying the relevant subscription and the Board

resolves to end membership (but in such a case the member may be reinstated on payment of the amount due)

9.5.4 fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and containing a warning that their membership may be ended and the Board resolves to end membership

or

9.5.5 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any Written representations which the member concerned puts forward within 14 Clear Days after receiving notice)

9.6 Membership of the Charity is not transferable

9.7 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. AFFILIATION

The Trustees may establish different classes of affiliation and prescribe their respective privileges and duties and set the amounts of any subscriptions, and for the avoidance of doubt affiliated persons are not company law members

11. GENERAL MEETINGS

11.1 The Charity must hold an Annual General Meeting (AGM) in each calendar year which all members are entitled to attend and the AGM must be specified as such in the notices calling it

11.2 At an AGM the business to be conducted will usually include:

11.2.1 presentation to the members of the accounts of the Charity for the previous financial year

11.2.2 presentation to the members of the Trustees' report on the Charity's activities since the previous AGM

11.2.3 the election of Trustees in place of those retiring
and

11.2.4 where necessary the appointment of auditors for the Charity and the fixing of the remuneration of the auditors

11.3 Any general meeting which is not an AGM is an Extraordinary General Meeting (EGM)

11.4 An EGM may be called at any time by the Trustees

11.5 The Trustees must call an EGM within 21 days of a written request from at least five per cent of the members who have a right to vote at general meetings

11.6 The Board may decide to hold a general meeting, including an AGM, as a physical meeting, a meeting where all attendance is by electronic means (a **'Virtual Meeting'**) or a meeting where some attendance is physical and some is by electronic means (a **'Hybrid Meeting'**)

11.7 The Board may make such Regulations as it sees fit relating to the holding of Virtual Meetings and Hybrid Meetings from time to time, including any requirement or restriction as is necessary to ensure the identification of those taking part and the security of the electronic communication

12. NOTICE OF GENERAL MEETINGS

- 12.1 General meetings are called by giving at least 14 Clear Days' Written notice (for the purposes of this Article 12 'Written' includes notice given by website in accordance with Article 26.5). The notice must:
- 12.1.1 indicate the place (if required by the Companies Act), date, time and the general nature of the business to be discussed and, if a Special Resolution is to be proposed, set out the exact wording of the Special Resolution
- and
- 12.1.2 include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting
- 12.2 Except to the extent required by the Companies Act, where a Virtual Meeting is to be called the Charity shall not be required to specify in the notice of the general meeting the place of the meeting, but it must provide details of the platform for the meeting and such other information as may be required to allow members to access the meeting
- 12.3 Notice of every general meeting must be given to:
- 12.3.1 every member
- 12.3.2 the reporting accountants or auditor of the Charity
- 12.3.3 all Trustees
- and
- 12.3.4 any person holding an honorary position
- 12.4 A meeting may be held on shorter notice by the agreement of not less than 90 per cent of the members entitled to attend and vote at it

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1 There is a quorum at a general meeting if at least 50 of the members (or 3% of the members if less) are present in person or by proxy
- 13.2 At a Virtual Meeting or Hybrid Meeting, a person shall also be considered present and form part of the quorum if they have accessed the meeting via suitable electronic means agreed by the Board, are able to hear the chair of the meeting speak, and have the ability to vote on any resolutions (whether before or during the meeting) in accordance with Article 14.6
- 13.3 The President or (if the President is unable or unwilling to do so) some other member elected by those present, presides as chair at a general meeting
- 13.4 If any member/s, due to technological failings, are unable to attend all or part of a Virtual Meeting or Hybrid Meeting, this shall not invalidate the meeting provided the meeting is still quorate.

14. VOTING AND SPEAKING

- 14.1 Except where otherwise provided by the Articles or the Companies Act, including amending the Articles in accordance with Article 27, every issue is decided by Ordinary Resolution
- 14.2 Except for the chair of the meeting, who has a second or casting vote, every member present in person or by proxy has one vote on each issue
- 14.3 A resolution put to the vote of the meeting is decided by a show of hands unless Article 14.5 or 14.6 applies
- 14.4 The declaration of the chair of the meeting that a resolution has been carried by a particular majority or lost on a show of hands is conclusive
- 14.5 At a physical meeting, a vote will be taken by poll if before, or on the declaration of the result of, the show of hands a poll is demanded by the chair of the meeting or at least

10% of members present in person or by proxy and having the right to vote at the meeting:

- 14.5.1 No poll may be demanded on the election of a chair of a meeting or on any question of adjournment
- 14.5.2 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting
- 14.5.3 The chair of the meeting will decide how a poll will be taken
- 14.5.4 The result of a poll will be treated as a resolution of the meeting
and
- 14.5.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting
- 14.6 All resolutions put to the members at a Virtual Meeting or Hybrid Meeting shall be voted on by a poll, and votes may be cast by such electronic or other means either before or during the meeting as the Board in its sole discretion deems appropriate for the purposes of the meeting
- 14.7 The result of the vote must be recorded in the minutes but the number or proportion of the votes cast need not be recorded
- 14.8 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution
- 14.9 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
 - 14.9.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed
and
 - 14.9.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 14.10 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is or is not permissible, the chair's error does not invalidate the vote on that resolution
- 14.11 The auditor or reporting accountant has the right to attend general meetings and to speak at general meetings on any part of the business of the meeting which concerns him as auditor or reporting accountant

15. PROXIES

- 15.1 Members may appoint a proxy who need not be a member of the Charity. The proxy may be appointed by the member to exercise all or any of the member's rights to attend, speak, vote and demand a poll at a meeting of the Charity
- 15.2 A person holding a proxy may vote on any resolution and if the appointer does not direct the proxy how to vote on a particular resolution the proxy may vote as they think fit
- 15.3 An instrument appointing a proxy shall:
 - 15.3.1 be in Writing executed by or on behalf of the appointer
 - 15.3.2 be in the form set out below or in any usual or common form or in such other form as the Trustees may approve
 - 15.3.3 unless the contrary is stated, be valid for any reconvened meeting following an adjournment as well as for the meeting to which it relates
and

- 15.3.4 be deposited at the registered office or at such other place or with such other person as the notice for the meeting shall specify at least 48 hours prior to the meeting or reconvened meeting (excluding any day that is not a working day)
- 15.4 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the registered office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).
- 15.5 A proxy in the following or similar form will be acceptable:
“I
of
a member of The International Society of Ultrasound in Obstetrics and Gynaecology hereby appoint the Chair of the Charity or if he is not present the chair of the Meeting*
.....
as my proxy to vote for me on my behalf at the [annual] general meeting of the Charity to be held on the day of and any adjournment thereof.
Signed on the day of 20....
*If you do not wish to appoint the Chair or the chair of the meeting, please delete the reference to the Chair of the meeting and insert the name and address of your appointee in the space that follows.”
- 15.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

16. ADJOURNMENT OF GENERAL MEETINGS

- 16.1 Adjournment of a quorate meeting:
- 16.1.1 The chair of a general meeting at which a quorum is present may (and must if so directed by the meeting) adjourn the meeting
- 16.1.2 All business conducted at the general meeting up to the time of adjournment shall be valid
- 16.1.3 The chair of the meeting must decide the date, time and (if required by the Companies Act) place at which the meeting is to be reconvened, unless these details are specified in a resolution
- 16.1.4 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place
- 16.1.5 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting
- 16.2 Adjournment with no quorum:
- 16.2.1 If a quorum is not present within half an hour after the appointed starting time of a general meeting, the meeting may be adjourned to another day, time and (if required by the Companies Act) place as the Board may decide, except where the meeting was called by the demand of members, in which case it must be dissolved
- 16.2.2 No business may be transacted at any adjourned meeting except business contained in the notice of the original meeting
- 16.2.3 The Board must give at least seven Clear Days’ notice of the reconvened meeting stating the date, time and (if required by the Companies Act) place of the meeting
- 16.2.4 If a meeting is adjourned for 30 days or more, full notice of the adjourned

meeting must be given as for the original meeting

16.2.5 If no quorum is present at the reconvened meeting within half an hour of the appointed starting time, the member or members present at that time shall constitute the quorum for that meeting

16.3 Adjournment of a Virtual Meeting or Hybrid Meeting due to technological failings

16.3.1 The chair of a Virtual Meeting or Hybrid Meeting shall have the discretion to adjourn the meeting if any technological failings in their opinion substantially affect the holding of the meeting

16.3.2 All business conducted at the general meeting up to the time of adjournment shall be valid to the extent that the meeting was quorate

16.3.3 The Board shall decide the date, time and (if required by the Companies Act) the place at which the meeting is to be reconvened

16.3.4 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place

16.3.5 The Board must give at least seven Clear Days' notice of the reconvened meeting stating the date, time and (if required by the Companies Act) place of the meeting

16.3.6 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting

17. WRITTEN RESOLUTIONS

17.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a written resolution without a meeting being held, provided that:

17.1.1 it is in Writing

17.1.2 a copy of the proposed resolution has been sent to every eligible member

17.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings

17.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings

and

17.1.5 it is contained in a document which has been received at the registered office within the period of 28 days beginning with the circulation date

17.2 A written resolution may consist of two or more documents in identical form Signed by members and is passed when the required majority of eligible members have signified their agreement to it

18. WORLD CONGRESS

Unless the trustees resolve to the contrary, the Charity shall in each calendar year arrange for a World Congress

19. THE TRUSTEES

19.1 The Trustees as charity trustees have control of the Charity and its property and funds

19.2 Trustees shall be elected by the members at the AGM in accordance with a process to be determined by the Trustees and set out in Regulations

- 19.3 The Trustee Board when complete consists of at least twelve and not more than fourteen individuals, all of whom must be members
- 19.4 Every Trustee must Sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 19.5 At the fourth AGM after their last election a Trustee shall finish their trustee term and retire, save that this Article 19.5 shall not apply to Honorary Officers (who are subject to Article 20) or Trustees who are appointed as chair of the Scientific Committee or the Education Committee (who are subject to Article 23.5)
- 19.6 A retiring Trustee is eligible for re-election for second trustee term in accordance with Article 19.2 but may only be re-elected once and may not serve more than two consecutive terms, save that in circumstances which the Trustees consider to be exceptional a retiring Trustee may be re-elected for a third term ending at the next AGM following their re-election.
- 19.7 A Trustee's term of office automatically terminates if he or she:
- 19.7.1 retires as a Trustee
 - 19.7.2 is disqualified under the Charities Act from acting as a charity trustee
 - 19.7.3 in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months
 - 19.7.4 is absent from more than three meetings of the Trustees without permission
 - 19.7.5 ceases to be a member
 - 19.7.6 resigns by written notice to the Trustees (but only if at least twelve Trustees will remain in office)
 - 19.7.7 is removed from office by a resolution of at least 75 per cent of the other Trustees present and voting at a Board meeting provided:
 - a) at least half of the serving Trustees are present at the meeting; and
 - b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Trustee in question
- or
- 19.7.8 is removed by the members in accordance with the Companies Act
- 19.8 The Trustees may at any time appoint any person duly qualified to be an ad interim Trustee to fill a vacancy arising in their number since the previous AGM, in accordance with a process to be determined by the Trustees and set out in Regulations
- 19.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate any decisions taken by the Trustees
- 19.10 If at any time the number of Trustees falls below twelve, the remaining Trustees may act only to fill these vacancies, or to call an AGM

20. HONORARY OFFICERS

- 20.1 The Trustees may appoint Honorary Officers from amongst the Trustees, for such terms of office as are determined by the Trustees and set out in the Regulations
- 20.2 Honorary Officers are appointed in accordance with a process to be determined by the Trustees and set out in the Regulations
- 20.3 A Trustee who has also been appointed as an Honorary Officer under Article 20.1 will not be subject to retirement under Article 19.5, instead:
- 20.3.1 they will continue to be a Trustee during their term/s as an Honorary Officer;

20.3.2 when they retire as an Honorary Officer and aren't reappointed to the same or another Honorary Officer role, they will retire as a Trustee at the next AGM or (if later) the fourth AGM following their last appointment as a Trustee

21. PROCEEDINGS OF TRUSTEES

- 21.1 The Trustees must hold at least four meetings each calendar year
- 21.2 A quorum at a meeting of the Trustees is at least one fifth (or if that is not a whole number, the whole number nearest above one fifth) of the current number of Trustees
- 21.3 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
- 21.4 The President or (if the President is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides as chair at each meeting
- 21.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution Signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 21.6 Except for the chair of the meeting, who in the case of a tie has a second or casting vote, every Trustee has one vote on each issue
- 21.7 The Trustees may co-opt any person to attend trustee meetings as an observer or to provide information, and such person will not have the right to vote or count towards the quorum for trustee meetings
- 21.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

22. POWERS OF TRUSTEES

- 22.1 The Trustees have the following powers in the administration of the Charity:
 - 22.1.1 to appoint (and remove) any member (who may be a Trustee) to act as Company Secretary to the Charity in accordance with the Companies Act
 - 22.1.2 to appoint a President, Treasurer and other Honorary Officers from among their number
 - 22.1.3 to delegate any of their functions to committees in accordance with Article 23
 - 22.1.4 To delegate responsibility for the general management and publishing of the official journal to a sub committee, known as the Editorial board. The Editor in Chief of the journal shall report at every meeting of the Trustees
 - 22.1.5 to make Regulations in accordance with Article 24
 - 22.1.6 to establish procedures to assist the resolution of disputes within the Charity
 - 22.1.7 to exercise any powers of the Charity which are not reserved to a general meeting
 - 22.1.8 to delegate any of their powers to their agent
- 22.2 No alteration to these Articles will invalidate any prior act of the Trustees

23. COMMITTEES

- 23.1 The Trustees may delegate any of their functions to committees consisting of two or more individuals appointed by them
- 23.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated

- 23.3 All proceedings of committees must be reported promptly to the Trustees
- 23.4 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions
- 23.5 If a Trustee is appointed to serve as chair of the Scientific Committee or the Education Committee (or such other committee as the Trustees may determine), that Trustee's term of office will be suspended ('**suspension**') with the following effect:
 - 23.5.1 the individual ceases to have the powers, rights or duties of a Trustee and must be removed from the registers of directors/trustees
 - 23.5.2 the individual will be automatically reinstated as a Trustee on the date of the first AGM at which they are no longer the chair of the relevant committee, unless the Board resolves otherwise (and for the avoidance of doubt this does not count as an 'election' for the purposes of Article 19.5)

and
 - 23.5.3 in calculating when the individual is due to retire as a Trustee under Article 19.5, any AGMs that took place during their suspension will not be counted

24. REGULATIONS

- 24.1 The Trustees may from time to time make such reasonable and proper Regulations as they may deem necessary or expedient for the proper conduct and management of the Charity.
- 24.2 The Regulations may regulate the following matters but are not restricted to them:
 - 24.2.1 the admission of members of the Charity and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 24.2.2 the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
 - 24.2.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - 24.2.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Act or by the Articles;
 - 24.2.5 generally, all such matters as are commonly the subject matter of company rules.
- 24.3 The Regulations shall be binding on all members of the Charity. No Regulation shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

25. RECORDS & ACCOUNTS

- 25.1 The Accounts, the Articles and any Regulations must be kept at the registered office or at a single alternative inspection location decided by the Board
- 25.2 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 25.2.1 annual reports
 - 25.2.2 annual returns
 - 25.2.3 annual statements of account
- 25.3 The Trustees must keep proper records of
 - 25.3.1 all proceedings at general meetings
 - 25.3.2 all proceedings at meetings of the Trustees

- 25.3.3 all decisions of the members or Trustees taken outside meetings
- 25.3.4 all reports of committees and
- 25.3.5 all professional advice obtained
- 25.4 The Board must, for each financial year, send a copy of its annual Accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the Accounts with Companies House
- 25.5 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 25.6 The Articles and any Regulations must be available for inspection by the members of the Charity and any member who requests a copy of the Articles must be sent a copy
- 25.7 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

26. NOTICES

- 26.1 The Charity may provide notices, accounts or other documents to any member either:
 - 26.1.1 in person
 - 26.1.2 by hand-delivery or ordinary post to the member's registered address
 - 26.1.3 if the member has provided the Charity with an email address, by email to that address (subject to the member having consented to receipt of the notice, documents or accounts in this way)or
 - 26.1.4 in accordance with the provisions for communication by website set out below
- 26.2 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received
- 26.3 Any notice or other document sent in accordance with these Articles is to be treated as having been received:
 - 26.3.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post
 - 26.3.2 if sent by email, 24 hours after having been properly sentor
 - 26.3.3 immediately on being handed to the recipient personally
- 26.4 The Charity may assume that any contact information provided to it by a member remains valid unless the member informs the Charity that it is not
- 26.5 Where a member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Companies Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if:
 - 26.5.1 the Charity sends that member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website

- 26.5.2 the notification provides the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed
- 26.5.3 if the information relates to a general meeting, the notification states that it concerns a notice of a general meeting and give the place, date and time of the meeting
and
- 26.5.4 the notice is available on the website throughout the notice period until the end of the meeting in question
- 26.6 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

27. AMENDMENT

These Articles may be amended only by a Special Resolution of the members

28. INTERPRETATION

28.1 In these Articles:

- 28.1.1 'Beneficiary' means anyone who can benefit from the Objects
- 28.1.2 'Companies Act' means the Companies Act 2006
- 28.1.3 'AGM' means an annual general meeting of the Charity
- 28.1.4 'Articles' means these articles of association
- 28.1.5 'Board' means the Trustees
- 28.1.6 'Charities Act' means the Charities Act 2011
- 28.1.7 'Charity' means the company governed by these Articles
- 28.1.8 'Clear Day' means, in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates
- 28.1.9 'Commission' means the Charity Commission for England and Wales
- 28.1.10 'Editor in Chief' means the principal editor of the Official Journal but need not be a Trustee
- 28.1.11 'EGM' means an extraordinary general meeting of the Charity
- 28.1.12 'financial Expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
- 28.1.13 'Hybrid Meeting' is defined in Article 11.6
- 28.1.14 'Material Benefit' means a benefit which may not be financial but has a monetary value
- 28.1.15 'member' and 'membership' refer to company law membership of the Charity
- 28.1.16 'month' means calendar month
- 28.1.17 'Objects' means the Objects of the Charity as defined in Article 3
- 28.1.18 'Official Journal' means the journal entitled 'Ultrasound in Obstetrics and Gynecology' (or any title or titles that may subsequently replace it) published by the Charity
- 28.1.19 '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 rights

28.1.20 'President' means the chair of the Trustees

28.1.21 'Regulations' means any Rules, Regulations or Bylaws made by the Board in accordance with Article 24

28.1.22 'Company Secretary' means the company secretary of the Charity under Part 12 of the Companies Act 2006 (if any)

28.1.23 'Sign' includes any form of authentication that is permitted by law

28.1.24 'Special Resolution' means a resolution agreed by a 75% majority of 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 rights

28.1.25 'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax

28.1.26 'Trustee' means a director of the Charity and 'Trustees' means all of the directors

28.1.27 'Virtual Meeting' is defined in Article 11.6

28.1.28 'written' or 'in writing' refers to a legible document, including a fax or electronic message

28.2 Expressions defined in the Companies Act or the Charities Act have the same meaning

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