

**Companies Acts 1985 to 2006**

**Company limited by guarantee and not having a share capital**

**(Registered number: 01793312)**

**(Charity number: 289273)**

**ARTICLES OF ASSOCIATION OF  
BJU INTERNATIONAL**

**1. OBJECTS**

The Objects of the Charity are:-

- 1.1 the advancement and improvement of education in urology, men's health and related areas and the diffusion of knowledge of new and improved methods of teaching and practising urology, men's health and related areas;
- 1.2 for the purposes of Article 1.1 to publish (inter alia) BJU International and other scientific and learned works related to urology, men's health and related areas and also to promote lectures, demonstrations and exhibitions for the same purposes.

**2. POWERS**

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

- 2.1 to provide advice or information;
- 2.2 to fund research;
- 2.3 to co-operate with other bodies;
- 2.4 to support, administer or set up other charities;
- 2.5 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.6 to borrow money;
- 2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
  - 2.12.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 2.12.2 the performance of the investments is reviewed regularly with the Trustees;
  - 2.12.3 the Trustees are entitled to cancel the delegation arrangement at any time;

- 2.12.4 the investment policy and the delegation arrangement are reviewed at least once a year;
- 2.12.5 all payments due to the financial expert are on a scale or at a level which is agreed in advance; and
- 2.12.6 the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

### **3. THE TRUSTEES**

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The subscribers to the Memorandum (being the first Members) are also the first Trustees. Subsequent Trustees may be elected by the Members or co-opted by the Trustees in accordance with Article 3.3.
- 3.3 A person who is willing to become a Member and act as a Trustee may be appointed as a Trustee by either:
  - 3.3.1 an ordinary resolution; or
  - 3.3.2 a Resolution in writing.
- 3.4 There shall at all times be a maximum of twelve Trustees and a minimum of six Trustees all being individuals over the age of eighteen and whom support the Objects. At least two thirds of the Trustees shall be registered medical practitioners in active clinical practice.
- 3.5 A Trustee may not act as a Trustee unless he/she:
  - 3.5.1 is a Member; and
  - 3.5.2 has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.6 If a Trustee ceases to be a Member for whatever reason, he/she shall automatically cease to be a Trustee and shall immediately resign and deliver his/her resignation as a Trustee of the Charity. If a Trustee ceases to be a Member for whatever reason and such resignation would result in a breach of the Trustee requirements set out in Article 3.4, where possible the exiting Member's resignation as a Trustee shall be delayed, until such time as it is practicable to appoint a new Trustee in his/her place to satisfy Article 3.4.
- 3.7 Subject to Articles 3.2 and 3.3, the Trustees shall be elected by the Members for an initial term of five years at the end of which they shall retire but will be eligible for re-election for a further final

term of three years. Any Trustee appointed by a Resolution in writing of the Trustees shall have their appointment approved at the next general meeting after their appointment.

- 3.8 Subject to Article 3.9, the Treasurer shall be elected by the Trustees for a term of five years, and will be eligible for re-election for a further final term of up to three years.
- 3.9 The period in office held by the Treasurer shall run concurrently with his/her term as a Trustee. If the Trustee's term as a Trustee expires, whether pursuant to Article 3.7 or for any other reason, the Trustee's appointment as Treasurer shall be simultaneously terminated.
- 3.10 Save for where Article 3.9 applies, where a Treasurer is not re-elected for a further term, such Trustee shall remain as a Trustee for such time as remains outstanding on their term pursuant to Article 3.7 and such Trustee shall be eligible for election as the Chairman.
- 3.11 The Chairman shall be elected by the Trustees for an initial term of five years.
- 3.12 The period in office held by the Chairman shall be in addition to any period they may serve as a Trustee. Upon retirement as Chairman, such person shall also retire as a Trustee and shall not be eligible for re-election.
- 3.13 The Chairman may be eligible for re-election for a further term:
  - 3.13.1 of up to two years; and
  - 3.13.2 following the expiry of the two year period set out at Article 3.13.1, for such further period agreed by the Trustees if the Trustees determine by a Resolution in writing that exceptional circumstances necessitate that the current Chairman remain in place. Exceptional circumstances for these purposes shall include major restructuring or material changes to the Charity's activities that require continuity of leadership and personnel.
- 3.14 Any time served by a person under this Article 3 in whatever capacity shall include any time served prior to the adoption of these Articles.
- 3.15 The Trustees may also elect such additional persons to such honorary positions and for such periods as the Trustees may from time to time think fit.
- 3.16 No person may remain as a Trustee (including any time spent as Treasurer) for more than two terms in total save for the Chairman in accordance with Article 3.12 and/or Article 3.13.
- 3.17 The names of the Trustees due to retire at any general meeting and their willingness to offer themselves for re-election shall be notified to the Members in the notice of general meeting and nominations of candidates to fill any vacant positions arising from Trustees retiring and not offering themselves for re-election shall be submitted to the Trustees as soon as reasonably practicable and in any event not less than 7 days before the notice of that general meeting is despatched to Members.
- 3.18 A retiring Trustee who is eligible under Article 3.4 and Article 3.7 may be reappointed.
- 3.19 A Trustee's term of office as such automatically terminates if he/she:
  - 3.19.1 is disqualified under the Charities Act from acting as a charity trustee; or
  - 3.19.2 is incapable, whether mentally or physically, of managing his/her own affairs; or
  - 3.19.3 is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
  - 3.19.4 resigns by written notice to the Trustees (but only if at least six Trustees will remain in office); or

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

3.19.6 ceases to be a Member.

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

#### **4. TRUSTEES' PROCEEDINGS**

4.1 The Trustees must hold at least two meetings each year.

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

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. For the avoidance of doubt meetings may not be held by email.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present at that meeting to preside in place of the Chairman. A Trustee chosen to preside at a meeting shall not have a second or casting vote.

4.5 Questions arising at any meeting of the Trustees shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

4.6 A resolution or question for the Trustees to determine may be put to the Trustees in writing and must be sent to all Trustees for the time being entitled to receive notice of a meeting of the Trustees. A Resolution in writing signed by all the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Trustees (provided that those Trustees would have formed a quorum at such meeting) shall be as effective for all purposes as a resolution passed at a meeting of the Trustees duly convened and held.

4.7 Any Resolution in writing for the purposes of Article 4.6 may consist of several documents in the like form each signed by or on behalf of one or more of the relevant Trustees and any such document may be in the form of an email or in any other legible form sent by any other similar method of transmission or by electronic communications. Unless the contrary shall be proved, any such document shall be deemed to be duly and validly signed by the person or persons purporting to sign the same and whose name appears in the text as the person signing the same. Where electronic communications are used, no signature is necessary, subject to any terms and conditions the Trustees may decide.

4.8 A meeting of the Trustees may consist of a conference between Trustees some or all of whom are in different places, if, when the meeting proceeds to business, it appears that the following conditions are satisfied in relation to sufficient Trustees to form a quorum:

4.8.1 each such Trustee can hear every other Trustee addressing the meeting, and

4.8.2 each such Trustee can, if he wishes, address every other Trustee simultaneously,

whether by word of mouth, by conference telephone, video conference or by any other form of communications equipment (whether in use at the date of the adoption of these Articles or developed subsequently) or by a combination of these methods. Such a meeting is deemed to take place at the place where the largest number of participating Trustees is assembled or, if this is not readily identifiable, at the location at which the Chairman of the meeting participates.

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

## **5. TRUSTEES' POWERS**

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

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act (if required from time to time).
- 5.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number in accordance with Article 3.15.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make rules consistent with the Memorandum, Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.7 To exercise any powers of the Charity which are not reserved to the Members.

## **6. BENEFITS AND CONFLICTS**

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 6.5:
  - 6.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
  - 6.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 6.1.3 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 6.2.1 as mentioned in Article 6.1;
  - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity as defined by the Trustees in the Charity's Expenses Policy from time to time;
  - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
  - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2.5.

- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
  - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 6.4.3 not be counted in the quorum for that part of the meeting; and
  - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
  - 6.5.2 disclose to a third party information confidential to the Charity, or
  - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
  - 6.5.4 refrain from taking any step required to remove the conflict.
- 6.6 This Article 6 may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## **7. RECORDS AND ACCOUNTS**

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 7.1.1 annual returns;
  - 7.1.2 annual reports; and
  - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
  - 7.2.2 all Resolutions in writing;
  - 7.2.3 all reports of committees; and
  - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

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

## **8. MEMBERSHIP**

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 No Member can be a Member unless that person is also appointed as a Trustee.
- 8.4 Membership is open to any person interested in furthering the Objects and approved by the Trustees to become both a Member and a Trustee.
- 8.5 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.6 Membership is not transferable.
- 8.7 The Trustees may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') with such rights and obligations as the Trustees shall determine.
- 8.8 Membership will terminate:
- 8.8.1 in the case of a Member who is a medical practitioner, upon the expiry or revocation of their practicing license; or
  - 8.8.2 upon a Member giving at least three months' notice to the Chairman; or
  - 8.8.3 upon receipt by a Member of notice of termination following a vote to remove that Member passed by 75% of the Trustees; or
  - 8.8.4 when a Member ceases to be a Trustee.

## **9. GENERAL MEETINGS**

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on 14 clear days' written notice indicating the business to be discussed and if a special resolution is to be proposed, the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if there are at least four Members present in person or by proxy.
- 9.4 The Chairman shall chair general meetings. If the Chairman is absent after 10 minutes following the general meeting's start time, a chairman for that particular general meeting only shall be elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a

general meeting. For this purpose the written resolution may be set out in more than one document.

9.8 The Charity may (but need not) hold an AGM in any year at which the Members:

9.8.1 receive the accounts of the Charity for the previous financial year;

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

9.8.3 be informed of the retirement of those Trustees who wish to retire;

9.8.4 elect Trustees to fill the vacancies arising;

9.8.5 appoint reporting accountants or auditors for the Charity.

9.9 If no AGM is held pursuant to Article 9.8 the Charity must arrange for the items contained in Article 9.8 to be delivered to the Members.

9.10 Members may also from time to time determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members) or (where no general meeting has been held within the last year) at least 1 of the Members.

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

## **10. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

10.1 A Member may exercise their right to speak at a general meeting when that Member is in a position, during the meeting, to communicate to all those attending the meeting any information or opinions which that Member has on the business of the meeting.

10.2 A Member is able to exercise the right to vote at a general meeting when:

10.2.1 that Member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

10.2.2 that Member's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

10.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

10.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

10.5 Two or more Members who are not in the same place as each other attend a general meeting if they have or would have the right to speak and vote at that meeting and they can or could exercise those rights.

## **11. LIMITED LIABILITY**

The liability of each Member is limited in accordance with Article 11.

## **12. GUARANTEE**

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

- 12.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

### **13. MEANS OF COMMUNICATION TO BE USED**

- 13.1 Subject to the other provisions of these Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Charity.
- 13.2 Subject to the other provisions of these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by 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.
- 13.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 13.4 The address for service of the Charity shall be the Office or such other place as the Trustees may appoint. The address for service of each Member shall be his or her address in the register of members within the United Kingdom or such other address for service, which may include an electronic address, as the addressee may from time to time notify to the Charity for the purposes of this Article. In the absence of such address the Member shall not be entitled to receive from the Charity notice of any meeting.
- 13.5 Notices or other documents or information will be deemed to be received:
  - 13.5.1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice or other document or information signed by or on behalf of the addressee;
  - 13.5.2 in the case of a document sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the second day after posting, excluding any day which is not a working day;
  - 13.5.3 in the case of a document sent elsewhere, on the third day after the day of posting, excluding any day which is not a working day;
  - 13.5.4 if by electronic communication to an electronic address, on the same day it is sent; and
  - 13.5.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

- 13.6 For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

### **14. DISSOLUTION**

- 14.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
  - 14.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

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

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

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

## **15. INTERPRETATION**

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

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

AGM	means an annual general meeting of the Charity;
the Articles	means the Charity's Articles of Association in force from time to time and 'Article' refers to a particular Article;
Chairman	means the chairman of the Trustees;
Charity	means the company governed by the Articles;
Charities Act	means the Charities Acts 1992 to 2011;
charity trustee	has the meaning prescribed by the Charities Act;
clear day	does not include the day on which notice is given or the day of the meeting or other event;
Commission	means the Charity Commission for England and Wales or any body which replaces it;
Companies Act	means the Companies Acts 1985 to 2006 (as amended);
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;

electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
financial year	means the Charity's financial year;
indemnity insurance	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
material benefit	means a benefit, direct or indirect, which may not be financial but has a monetary value;
Member and Membership	refer to members of the Charity in accordance with Article 8;
Memorandum	means the Charity's Memorandum of Association;
month	means calendar month;
Nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
Office	means the registered office of the Charity from time to time;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
the Objects	means the Objects of the Charity as defined in Article 1;
Resolution in writing	means a written resolution of the Trustees;
Secretary	means a company secretary of the Charity (if any);
Special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
Trustee	means a director of the Charity and 'Trustees' means the directors;
Written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

written resolution	refers to an ordinary or a special resolution which is in writing;
year	means calendar year.

- 15.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 15.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.