



27 East Street, Leicester. LE1 6NB.

Telephone: 0116 275 8317 Fax: 0116 254 2023

Websites: [www.migraine.org.uk](http://www.migraine.org.uk) [www.migraine4kids.org.uk](http://www.migraine4kids.org.uk)

E-mail: [info@migraine.org.uk](mailto:info@migraine.org.uk)

## **CONSTITUTION AND RULES**

### **Adopted 2008**

#### **1. Name and Status**

The name shall be the "Migraine Action Association" (hereinafter referred to as "the Association"). Its status, that of an unincorporated association, shall be reviewed from time to time.

#### **2. Registered Office**

The registered office of the Association shall be in England and Wales.

#### **3. Definitions**

Where the context so allows, "The Office Holders" shall mean the Chairman and Deputy chairman of the Association elected in accordance with Clause 9 hereinafter; "The Committee" shall mean the Committee of Trustees constituted and elected in accordance with Clause 11 hereinafter; and "The Executive Officers" shall mean the Director, and other senior post holders appointed in accordance with Clause 12 hereinafter.

#### **4. Objects**

The objects of the Association shall be:-

4.1. the relief of sickness by the promotion of scientific research on the subject of migraine and other headache disorders (hereinafter collectively referred to as "migraine"); and

4.2. the advancement of public education on the subject of migraine.

#### **5. Powers of the Association**

Acting through the Committee (except insofar as this Constitution requires otherwise), the powers of the Association shall be the doing of all such things as are conducive to the promotion of its objects or are incidental thereto, including (but without prejudice to the generality of the foregoing) any or all of the following, which powers shall be in addition to and not in substitution

for, or limitation of, any powers conferred by the general law:-

5.1. the provision of information to sufferers from migraine and to such other individuals and bodies as may be appropriate;

5.2. the promotion of an informed awareness of migraine issues among members of appropriate professions and employers and the public;

5.3. the promotion of scientific research, education and technical training concerning the causes, diagnosis, prevention, alleviation and cure of migraine;

5.4. the making of financial grants and loans to bodies and individuals undertaking research into the causes, diagnosis, prevention, alleviation and cure of migraine, (such grants and loans to be compliant with any ethical policies of the Association specified under 9.5 (vii)) and the giving of financial guarantees in respect of such bodies and individuals;

5.5. the gathering, exchanging and propagating of information relating to the causes, diagnosis, prevention, alleviation and cure of migraine;

5.6. the making of agreements with, and the subscribing to, and the support and promotion of the objects of, any charitable or benevolent body with objects compatible with those of the Association, and compliant with any ethical policies of the Association specified under 9.5 (vii)), in order better to advance the objects of the Association;

5.7. to acquire any rights or privileges which shall be deemed necessary or expedient for the purposes of the Association and the promotion of its objects;

5.8. to purchase, take on lease, hire or otherwise acquire, any real property, and to erect, fit out and furnish, buildings on land owned by the Association for occupation and use for the purposes of the Association and the promotion of its objects;

5.9. to sell, exchange, let or otherwise deal with any real property owned by the Association;

5.10. to borrow money (whether or not against the security of real or personal property of the Association), and to give security for loans;

5.11. to raise funds by donation or subscription (whether annual or not) from the members of the Association, and by social functions, voluntary endeavour, public appeal or otherwise, including taxable trading;

5.12. to issue periodical newsletters for distribution to members of the Association and, as appropriate, to other individuals and bodies;

5.13. to develop and maintain a website;

5.14. to commission and publish materials for the dissemination of Information pertinent to the work of the Association and the promotion of its objects, and to sell the same, or to distribute the same free of charge to members of the Association and, if considered expedient for the better

promotion of its objects, to others;

5.15. to employ and remunerate such staff, officials, agents and legal and financial and investment advisers as shall be necessary for the business of the Association and the better promotion of its objects;

5.16. to apply the income and property of the Association whencesoever derived solely towards the promotion of the objects of the Association as set out in this Constitution and Rules, ensuring that no portion thereof be paid or transferred directly or indirectly to any member of the Association, providing that nothing contained herein shall prevent the re-imbusement in good faith to any member of expense or loss incurred by such member in respect of any service actually rendered to the Association for the promotion of its objects;

5.17. to deposit or invest (including the purchase of land of any tenure) monies held or raised by or on behalf of the Association that are not required for the day-to-day running of the Association, provided that any deposit or investment is compliant with any ethical policies of the Association specified under 9.5 (vii) and shall only be made after obtaining written advice from an Investment Adviser as hereinafter defined in sub clause 5.19. and having regard to the suitability of any Investment and the need for diversification;

5.18. to set aside funds for specified purposes or as reserves against future expenditure;

5.19. to delegate the management of investments to an Investment Adviser (or more than one Investment Adviser) on such terms (including remuneration and period of appointment) as, subject to compliance with any legal requirement for the time being in force, the Committee thinks fit, provided that:-

- (i) the investment policy shall be recorded in advance and in writing and shall be reviewed at intervals of not more than twelve months; and
- (ii) the performance of the investments shall be reviewed at intervals of not more than twelve months; and
- (iii) no power under the delegation shall be exercised other than in accordance with the investment policy; and
- (iv) the delegation arrangement may be cancelled by the Committee at any time and shall, in any event, be reviewed at intervals of not more than twelve months; and that
- (v) all payments due to the Investment Adviser shall be on a basis agreed in advance and shall be notified promptly to the Committee (or to such Executive Officer or Officers of the Association or to such Committee member or members as the Committee may nominate).

For the avoidance of doubt, the expression "Investment Adviser" shall mean either a company or firm of repute in the field of investment which is an authorised person or an exempt person for the purposes of the Financial

Services Act 1986 (or any statutory provisions for the time being amending or replacing the same) or an individual being an authorised person for the purposes of that Act.

5.20. If it thinks fit and without prejudice to any of its powers, to invest or to allow to remain in the name or under the control of, or transfer into the name or control of any corporation or corporations as nominee(s) of the Committee, the whole or such part as the Committee may determine of the investments and income arising from those investments, and the Committee may pay remuneration to any nominee(s) so appointed;

5.21. to receive and hold gifts, whether in the form of permanent endowments or otherwise, for the general purposes of the Association, and also to receive and hold any such gifts by way of permanent endowment or otherwise for any special purpose within the objects of the Association;

5.22. to enter into contracts to provide services to or on behalf of other bodies;

5.23. to insure the Association's property against any foreseeable risk and to take out such other insurances as are appropriate to protect the interests of the Association and its Executive Officers and other staff;

5.24. subject to the prior written consent of the Charity Commission, to insure members of the Committee against the costs of a successful defence to a criminal prosecution brought against them as charity Trustees; and

5.25. The Trustees shall have the power to provide indemnity insurance for themselves out of the income of the Association. The insurance shall not extend to:

- (i) any claim arising from any act or omission which:
  - a) the Trustees knew to be a breach of trust or breach of duty; or
  - b) was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Association.

## **6. Membership**

Membership shall be open to all individuals and bodies sympathetic to the objects of the Association. There may be more than one category of membership and more than one level of subscription. An application for membership shall be made to the Director, specifying, if necessary, the kind of membership sought, and accompanied by the appropriate a remittance for one year's subscription, or for such other period at the Committee at its discretion may specify. Acceptance of an application shall be at the sole and absolute discretion of the Committee which shall not be under any obligation to disclose its reasons should the application be rejected. However, in the

event of rejection the applicant shall be notified in writing as soon as practicable and the remittance refunded in full.

## **7. Termination of Membership**

7.1. Membership of the Association shall automatically terminate in the event that the annual subscription shall remain outstanding for a period of six months immediately following the annual date upon which payment falls due.

7.2. Any member wishing to resign from the Association shall give not less than four weeks written notice to the Secretary.

## **8. Expulsion**

If the conduct or action of any member appears to the Committee to be injurious to or inconsistent with the character, interests or objects of the Association, the Committee shall call upon that member to provide a written explanation for consideration at a special meeting of the Committee, or a sub-committee of the Committee. The member whose conduct is complained of shall also be given corresponding notice of the date and time of the special meeting and shall be entitled to attend together, if the member so wishes, with a friend or representative, or, in lieu of attendance, to submit written representations. If at the special meeting the Committee or sub-committee in its sole and absolute discretion considers the explanation to be unsatisfactory or in the event that no explanation has been given, the Committee may serve upon such member a written request to resign. If such resignation shall not be tendered in writing within one month after the date of service of the written request for resignation by the Committee, the Committee shall expel such member. A member who is required to resign or is expelled in these circumstances shall not be entitled to any refund of annual subscription.

## **9. The Committee: powers and responsibilities**

9.1. The governance of the Association and the management of its affairs, whether directly or by delegation, shall be by the Committee, which shall be elected in accordance with Clause 11 hereinafter. The Committee shall have the power to act in the name and on behalf of the Association and generally to exercise all powers and functions of the Association other than any required by this Constitution and Rules or by the general law to be exercised by the Association in general meeting.

9.2. The Committee shall be responsible for the policy of the Association and for its implementation, and for the management and control of all property, funds and investments of the Association including, but without prejudice to the generality of the foregoing, acquisitions and disposals.

9.3.

(i) The Committee shall, by secret ballot, elect from among their number a

Chairman and a Deputy Chairman of the Association, (the “Office Holders”), in accordance with a procedure organised by the Director. The elections of the respective office holders, which shall not normally be held in the same year, shall take place at the first meeting after the AGM of the Association and shall be on the ‘first past the post’ basis. Those elected shall hold office for a period of three years, and shall be eligible for re-election for one further period of three years, which may but need not be consecutive.

(ii) A Committee member may vote by proxy for Chairman or Deputy Chairman of the Association, by notifying the Committee Chairman of the nominated proxy (who may be the Chairman) not less than 24 hours prior to the meeting at which the election is to take place, the trustee designated by the committee to be proxy holder for the election concerned. The nominating member may, but need not, direct how the proxy holder is to vote.

(iii) In the event of the death of an office holder the Committee shall elect a successor from among their number to serve for either the unexpired period of office, or some period less than full term, or a normal full term.

(iv) In the event of the extended incapacity of an office holder the Committee shall elect someone from among their number to serve in an ‘acting’ capacity for up to the end of the holder’s period of office. For the avoidance of doubt, the determination of circumstances constituting ‘extended incapacity’ shall, subject to resolution, be at the discretion of the Committee.

(v) The period of office of either office holder may be terminated at any time by a resolution of the Committee passed at a special meeting convened for the purpose of considering such a resolution. A special meeting for this purpose shall be convened if requested by three or more members, and shall be held not later than four weeks from the date of the request.

9.4. Provided that the conditions of this Constitution and Rules for investing shall have been observed no member of the Committee shall be liable for any loss to the property of the Association arising by reason of any improper investment made in good faith, or by reason of the negligence or fraud or wrongful omission of any agent employed by that member or by any other member of the Committee (provided that reasonable supervision shall have been exercised) notwithstanding that the employment of such an agent may strictly have been unnecessary, or by reason of any mistake or omission made in good faith by a member of the Committee or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member of the Committee whom it is sought to make liable.

9.5. Specific additional powers and responsibilities:

(i) The Committee shall have power from time to time to appoint sub-committees for any purpose concerned with the Association and the

promotion of its objects. The Chairman of a sub-committee, and a majority of its members, shall be trustees. Any such sub committee shall be appointed with such membership and terms of reference as the Committee shall determine and as shall be in accordance with this Constitution and Rules. All acts and proceedings of any such sub-committees shall be reported to the Committee as soon as practicable.

(ii) The Committee shall have power from time to time to appoint advisory boards for any purposes connected with the Association and the promotion of its objects. Any such advisory board shall be appointed with such membership and terms of reference as the committee shall determine. Neither the chairman nor any member of an such advisory board need be a trustee or a member of the Association.

(iii) The Committee may at any of its regular meetings fill any casual vacancy in its numbers and any such appointee, who must normally be a fully paid up member of the Association of not less than two complete years membership, shall continue as a Committee member until the next Annual General Meeting of the Association and shall be eligible for election to the Committee at such Annual General Meeting according to the usual procedures.

(iv) The Committee shall have the power at any of its regular meetings or at any special meeting of the Committee called for that purpose, to make such rules regulating its conduct as the Committee shall deem proper and expedient or to alter or amend such rules, but in the event of any conflict between such rules and the Constitution and Rules of the Association the latter shall prevail.

(v) The Committee may at its discretion award honorific titles to persons who have made exceptional contributions to the Association. Such titles may, but need not, be associated with actions or responsibilities specified by the Committee. The award of an honorific title may be rescinded by the committee.

(vi) There shall be a standing sub-committee responsible for monitoring compliance with the Constitution and Rules of the Association, and for reviewing them not less frequently than annually.

(vii) The Committee may develop and maintain an ethical policy for the Association.

## **10. The Committee: procedures**

10.1. The Committee shall meet at least four times each year. Additional meetings shall be held as the Chairman or Deputy Chairman may deem necessary. The Chairman or Deputy Chairman may convene Special meetings to consider matters of particular urgency or character. Special meetings shall also be convened if requested by three or more members, and shall be held

not later than four weeks from the date of the request.

10.2. Any meeting of the Committee or of a sub-committee may, subject to (i) any legal obligation, and (ii) the approval of the Chairman or Deputy Chairman, be effected in whole or in part using communications technology. Approval of the use of communications technology shall be given only if no Committee member is unreasonably disadvantaged thereby.

10.3. The Agenda and papers for any meeting shall be despatched to reach members not less than twelve working days before the meeting.

The draft Minutes of any meeting shall be despatched to members within fifteen working days of the meeting.

10.4. There shall be a quorum when four members are present.

10.5. Where a matter before the Committee fails to be decided by vote and the votes for and against are equal, the chairman of the meeting shall have a second or casting vote.

## **11. The Committee: membership**

11.1. The Committee shall consist of not less than seven and not more than twelve members of the Association elected by the membership of the Association at Annual General Meeting.

11.2. A member of the Committee shall serve for a term of three years but, if duly proposed and seconded in accordance with sub-clause 11.5. hereinafter, and if due notice shall have been given in accordance with sub-clause 11.6. hereinafter, shall be eligible for election for a further term, whether or not the further term be consecutive and irrespective of the number of terms previously served.

11.3. The name and length of service of each retiring member shall be published with the agenda for the Annual General Meeting, with a note whether or not the retiring member is seeking re-election and, if so, the names of that member's proposer and seconder in accordance with sub-clause 11.6. hereinafter.

11.4. Any fully paid up individual member of the Association of not less than two complete years membership shall be eligible for election to the Committee, subject to sub-clauses 11.5. and 11.6. hereinafter.

11.5. A candidate for election to the Committee shall have a proposer and seconder, each of whom shall be a fully paid up individual member of the Association of not less than two complete years membership.

11.6. A nomination shall not be valid unless it shall have been received in writing by the Director within sixty days of the end of the Association's financial year, with the signed names and addresses of the proposer and seconder, those of the candidate, and the dates on which they became members of the Association, clearly stated thereon.

11.7. the Chairman of the Association may chair meeting of the Committee, or may, in respect of one or more meetings, nominate the Deputy Chairman or another trustee to do so. If a nominated Chairman is not present at a particular meeting members who are present shall elect one of the number to be chair for the occasion.

11.8. Subject to the provisions of clause 5.24 and except with the prior written approval of the Charity Commission no member of the Committee shall be in receipt of any salary, honorarium or other form of remuneration for services rendered to the Association, provided that nothing contained herein shall prevent the re-imbusement to any such member of reasonable and justified out of pocket expenses legitimately incurred upon the business of the Association.

11.9. The Committee may from time to time co-opt members (of any length of membership) or non-members to serve on the Committee or on any sub-committee which the Committee shall appoint. Such co-opted members may be members of the Association (but not necessarily so) and may be co-opted for one or more meetings as required. Co-opted members shall be eligible to speak but shall not be eligible to vote at meetings of the Committee or any sub-committee.

11.10. A Committee member, whether elected, appointed to fill a casual vacancy, or co-opted, shall automatically cease to be a member should that member:-

- (i) be disqualified by operation of law from acting as a charity trustee; or
- (ii) become incapable of managing his or her own affairs; or
- (iii) fail to attend three consecutive meetings of the Committee, save that where there is good reason for the failure the Committee shall have the discretion to suspend disqualification; or
- (iv) save in the case of a co-opted member, cease to be a member of the Association; or
- (v) be removed by resolution passed by all the members of the Committee present at the meeting and eligible to vote, save that the representations of the member concerned shall first be invited (including representations in person to the Committee, if that be practicable) and duly considered: or
- (vi) resign.

11.11. A member of the Committee ceasing to be a member of the Association shall be indemnified by the Committee at the expense of the Association in respect of any liabilities properly incurred during the time that the member held office.

## **12. The staff of the Association**

12.1. The Executive Officers of the Association shall be the Director, and such other senior post holders as may from time to time be deemed to be appropriate by the Committee. The Director shall be appointed by the Committee, and the other post holders jointly by the committee and the Director

12.2. The Association Chairman or Deputy Chairman shall make arrangements annually for the review of:

- (i) the roles and responsibilities of the Executive Officers
- (ii) their performance, by appraisal or otherwise, which review shall include consideration of possible development needs
- (iii) their conditions of employment, including (but without prejudice to the generality of the foregoing) salary, honorarium, and other forms of remuneration.

The review of other staff shall be the responsibility of the Director.

12.3. No member of staff shall be a member of the Association.

12.4. Subject to the sole and absolute discretion of the Committee, any member of staff may attend meetings of the Committee (and meetings of any sub-committee as may, in the opinion of the Committee, be appropriate) but in an advisory or administrative capacity only and shall not be entitled to vote.

## **13. The Chairman of the Association**

The Chairman of the Association or, in the absence of the Chairman, the Deputy Chairman of the Association, both as elected in accordance with sub-clause 9.3. hereinbefore, shall preside at all general meetings of the Association. In the absence of both at any meeting, the members present shall appoint a chairman of that meeting.

## **14. Balloting of Members**

The Committee, in its sole and absolute discretion, may at any time ascertain the opinion of members of the Association on any question, save one which this Constitution and Rules specifically directs shall be dealt with in general meeting. The manner in which that opinion is sought shall be such that either (i) all members, or (ii) those in an appropriately representative sample, have an equal opportunity to contribute. If more than one means of contact with members is used the procedures shall be such that opinions have equal weight however canvassed or conveyed.

If the opinion of members is sought on a particular proposal, a simple majority of votes recorded for or against it shall be deemed to be the conclusive expression of that opinion.

Such opinion shall be for the information of the Committee, and not constitute any form of instruction, advice, or mandate.

## **15. Notices to Members**

Dispatch by post of notices to the last known address of each member as shown in the records of the Association shall be deemed to be full and adequate notice but the accidental omission to give notice to a member or the non receipt of notice by a member entitled to receive the same shall not invalidate the proceedings to which such notice relates or would have related if given.

## **16. Annual General Meeting**

16.1. The Annual General Meeting of the Association shall be held as soon as practicable after the end of the financial year of the Association at such date, time and venue as the Committee shall decide. A minimum of 21 days notice of the holding of the Annual General Meeting shall be given to each member. The business of the Annual General Meeting shall be to:-

- (i) receive and approve the Minutes of the previous Annual General Meeting;
- (ii) receive reports on the activities of the Association during the preceding year;
- (iii) receive and if approved adopt the audited accounts for the preceding financial year;
- (iv) elect members to the Committee for the ensuing year, in accordance with sub-clauses 11.1 to 11.7 inclusive hereinbefore;
- (v) elect an auditor to audit the accounts of the Association at the end of the ensuing financial year;
- (vi) consider any special resolutions proposed for consideration at the Annual General Meeting of which proper notice shall have been given in accordance with the requirements of sub-clauses 16.3 and 16.4 hereinafter;
- (vii) deal with any other business arising which the chairman of the meeting shall rule to be admissible.

16.2. The full agenda for the Annual General Meeting, a summary of the audited accounts, and names of candidates for election to the Committee and as auditors shall be circulated to members with the notice calling the Annual General Meeting, which shall also state its date, time and venue.

16.3. A special resolution for submission to the Annual General Meeting shall have a proposer and seconder, each of whom shall be a fully paid up individual member of the Association of not less than two complete years membership.

16.4. A special resolution shall not be valid unless it shall have been received in writing by the Director within sixty days of the end of the Association's financial year, with the signed names and the addresses of the proposer and

seconded and the dates on which they became members of the Association stated thereon. Any such special resolution shall be set forth in the agenda for the Annual General Meeting with the names of the proposer and seconder. Save with the consent of the chairman of the meeting, no special resolution which does not comply with the above requirements shall be submitted to the Annual General Meeting.

**17. Voting at the Annual General Meeting**

17.1. All resolutions put to the Annual General Meeting shall unless otherwise provided herein be determined by simple majority of those members voting in person or by proxy.

17.2. No member shall be entitled to vote by proxy unless that member shall have given written notice to the Director not less than seven days prior to the Meeting, such notice to nominate the proxy (who may be the Chairman of the Meeting) and specifying those items on the agenda in respect of which the proxy is authorised to vote in the name and on behalf of the member. The nominating member may, but need not, direct how the proxy holder is to vote on an issue.

17.3. The election of members of the Committee shall be by show of hands unless there are more candidates than vacancies in which case the election of such members shall be by secret ballot at the Meeting.

17.4. All other business shall be determined by show of hands by those members present and by declaration of proxies.

17.5. There shall be a quorum when at least twenty members of the Association (including Committee members) are present.

17.6. The decision of the chairman of the meeting shall be final upon all questions of order, voting, adjournment and interpretation of the Rules of the Association.

17.7. In the event that the votes for and against any resolution are equal the chairman of the meeting shall have a second or casting vote.

**18. Extraordinary General Meeting**

18.1. An Extraordinary General Meeting of the Association for purposes save the winding up of the Association shall be convened by the Director by the direction of the Committee or on written requisition by twelve members of the Association, each of whom shall be a fully paid up individual member of the Association of not less than two complete years membership.

18.2. A requisition shall not be valid unless it shall have been received in writing by the Director, with the signed names and the addresses of the twelve members, the dates on which they became members, and the business to be transacted, stated thereon.

18.3. An Extraordinary General Meeting shall be held not later than the

fortieth day following a direction of the Committee or receipt of a valid requisition and shall be convened by not less than fourteen days written notice by the Director to all members, stating the date, time and venue, the business to be transacted, and whether initiated by members' requisition (in which case the names of the twelve members shall be stated) or by direction of the Committee.

18.4. Clause 13 and sub-clauses 17.1., 17.2., 17.5., 17.6. and 17.7. shall apply to an Extraordinary General Meeting in the same way as to an Annual General Meeting.

18.5. All business shall be by show of hands by those members present and by declaration of proxies.

## **19. Finance**

19.1. The Association's financial year shall run from the 1st day of April in any year to the 31st day of March in the following year such dates to be inclusive.

19.2. The income and property of the Association whencesoever derived shall be applied solely in furtherance of the objects of the Association as defined in this Constitution and Rules (or in any approved amendment hereto and further rules made hereunder) and no portion thereof shall be paid or otherwise transferred directly or indirectly by way of dividend, bonus or otherwise howsoever to the members of the Association, provided that nothing herein shall prevent the reimbursement in good faith to any member of the Association of expenses or loss incurred by such member in respect of any service actually rendered to the Association in furtherance of its objects.

19.3. All monies belonging to the Association and not for the time being invested on the Association's behalf shall be held in an account in the name of the Association at a bank or financial institution (or in accounts at more than one bank or financial institution) which shall have been approved by the Committee. Subject to such other provisions as the Committee may from time to time determine, all payments out of such account or accounts shall be authorised by not less than two persons approved by the Committee, at least one of whom shall be a fully paid up member of the Association of not less than two complete years membership.

19.4. The Committee shall from time to time review the arrangements for book-keeping and accounting, and determine whether such matters are to be handled wholly in-house, or partially or wholly externally.

## **20. Auditor**

The accounts of the Association shall be independently inspected in a manner acceptable to the Charity Commission and approved by the Association in Annual General Meeting.

## **21. Subscription**

The annual subscriptions payable by all members of the Association shall be such sums as shall be determined from time to time by the Committee as appropriate to the categories of membership in place. The Committee shall be empowered (but shall not be obliged) in cases of special need (the determination of which shall be at the sole and absolute discretion of the Committee) to reduce the amount of the subscription payable by an individual member, either permanently or temporarily.

## **22. Vesting of Property**

All property and investments of the Association shall be vested in the name of the Association which shall be incorporated under the provisions of Section 50 of the Charities Act 1993 (or any statutory provisions for the time being amending or replacing the same).

## **23. Winding Up**

23.1. The Association may be wound up at any time by a special resolution duly passed by not less than three quarters of those members voting in person or by proxy at an Extraordinary General Meeting of the Association duly convened by the Director on the direction of the Committee or on written requisition by members numbering not less than twenty per cent of the total number of members, provided that each requisitioning member shall be an individual member of not less than two complete years membership.

23.2. A requisition shall not be valid unless it shall have been received in writing by the Director, with the name (signed and printed) and address of each requisitioning member, the date on which each became a member, the date on which each signed the requisition, and the ground or grounds on which it is asserted that the Association ought to be wound up, stated thereon.

23.3. A requisition shall be deemed to have been received by the Director either when it shall have been delivered on a working day to the registered office of the Association and the delivery thereof acknowledged by signed receipt, or upon the next working day following the date upon which it shall have been forwarded by guaranteed post to the registered office of the Association.

23.4. An Extraordinary General Meeting for the purposes of winding up shall be held not later than the fortieth day following a direction of the Committee or receipt of a valid requisition, provided that the date of such receipt shall be not later than the twenty eighth day following the earliest date on which the requisition was signed by a qualifying member, and shall be convened by not less than twenty one days written notice to all members, stating the date,

time and venue, the purpose for which the meeting has been called, the ground or grounds on which it is asserted that the Association ought to be wound up, and the intention to propose an extraordinary resolution for winding up.

23.5. If the Committee shall fail to convene an Extraordinary General Meeting in accordance with any such requisition within the stipulated time limit the persons signing the requisition shall be entitled within twenty one days thereafter to proceed themselves to convene such a meeting of the Association in accordance with the requisition, provided that such meeting shall be convened by not less than twenty one days written notice to all members, stating the date, time and venue, the purpose for which the meeting has been called, the ground or grounds on which it is asserted that the Association ought to be wound up, and the intention to propose an extraordinary resolution for winding up. Further, if the extraordinary resolution intended to be proposed should not receive the requisite majority in accordance with sub-clause 22.1 23.1, the expenses of the meeting and the convening thereof shall be paid for by the persons so convening.

23.6. If upon the winding up of the Association there remains after satisfaction of all its debts and liabilities and other expenses incurred by or on behalf of the Association any property whatsoever, the same shall not be paid or distributed amongst the members of the Association (except in relation to monies which may be due to any member of the Association in respect of any loan or advance made to the Association by that member or in respect of any claim by any member for any monies due to that member from the Association which may be legally payable) but shall be applied for such charitable purposes compatible with the objects of the Association as the Association shall, by extraordinary resolution passed at the Extraordinary General Meeting, determine.

23.7. In the event of the Association being wound up no member shall be liable to contribute towards payment of the debts and liabilities of the Association, nor of the costs, charges and expenses of such winding up, save that a member shall be liable for the payment of the annual subscription for the current year if such subscription shall be unpaid at the time of winding up.

23.8. Clause 13 and sub clauses 17.2., 17.5. and 17.6. shall apply to an Extraordinary General Meeting convened for the purpose of winding up the Association in the same way as to an Annual General Meeting.

23.9. All business shall be determined by show of hands by members present and by declaration of proxies.

**24. Affiliation**

The Committee, in its sole and absolute discretion, may admit to affiliation with the Association groups and organisations with similar or compatible objects and interests to those of the Association on such terms and conditions, whether as to payment of subscriptions or otherwise, as the Committee, in its sole and absolute discretion, may from time to time determine, and in like manner may affiliate the Association to such groups and organisations.

**25. Merger**

The Association may, subject to the passing of a resolution at an Extraordinary General Meeting allowing the Association to cease to be a separate legal entity responsible for its own organisation, administration, and finances, be merged with another organisation or organisations sharing objects similar to those of the Association. The procedures for such an Extraordinary General Meeting shall be those specified in clause 23.

**26. Alteration of Constitution and Rules**

This Constitution and Rules of the Association shall not be altered varied or amended except by special resolution passed by not less than three quarters of those voting in person or by proxy at a general meeting of the Association. No amendments shall be made to clauses 1,4,5,24, 11.8, 23 or this clause without the prior written consent of the Charity Commissioners.

All the content and material within this leaflet is owned by Migraine Action (or its associated partners). Use of the material, images or artwork without the prior written consent of Migraine Action, or the copyright owner, is prohibited.

Prior to November 1997, this Association was known as The British Migraine Association.