

**MEMORANDUM AND**

**ARTICLES**

**OF**

**ASSOCIATION**

1st April 2025

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Definitions and Interpretation

1. **Objects**
   1. The Objects for which IGPM is established are to carry on benefits which benefit the community and in particular:
      1. To be the single professional body representing managers working in general practice in the UK;
      2. To be an inclusive collective and to become the representative voice of the profession
      3. To influence health and care policy by taking account of the widest views and expertise of general practice managers
      4. To develop and support a professional standards framework through an accreditation process using an approved blend of education, training and development programmes and competencies and skills assessment
      5. To provide the democratic and strategic voice of general practice managers at national, regional and local levels, specifically in relation to policy development, contractual changes and improvement programmes that impact on general practice in the UK
   2. To further its objects, IGPM may do all such lawful things as may further IGPM’s objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.
   3. IGPM shall be a Community Interest Company
   4. IGPM is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.
   5. IGPM shall not transfer any of its assets other than for full consideration. However, if the transfer of assets is to any specified asset-locked body or (with the consent of the Regulator) to any other asset-locked body, then such a transfer is permitted so long as it complies with any other restrictions set out elsewhere in the Articles.
   6. If IGPM is wound up under the Insolvency Act 1986 and all its liabilities have been satisfied, any residual assets shall be given or transferred to the Healthcare Workers Foundation, which is an asset-locked body.
2. **Interpretation**
   1. These Articles of Association shall be interpreted in accordance with the Definitions and interpretation provisions set out in the Schedule.
3. **Limitation of liability of Members**
   1. The liability of each Member is limited to £1, being the amount that each Member agrees to contribute to the assets of IGPM if it is wound up whilst they are a Member or within one year after they cease to be a Member.
   2. Those funds will be used for
      1. Payment of IGPM's debts and liabilities;
      2. Payment of the costs and expenses of winding up; and
      3. Adjustment of the rights of the contributories amongst themselves.
4. **Membership**
   1. The original subscribers to the Memorandum are the first Members of IGPM. Such other persons who have achieved accreditation with IGPM, and are therefore permitted to use the term “Member of IGPM” or “MIGPM” in their title and communications become Members as soon as their accreditation is achieved; and their application for accreditation shall be deemed an application to become a Member of IGPM. No person shall be admitted a member of IGPM unless he or she is approved by the Directors.
   2. A Member can relinquish their membership by giving 7 days’ notice to IGPM in writing. Any membership is non-transferable. Any membership terminates automatically when the Member dies, or otherwise in accordance with these Articles.
5. **Organisation of General Meetings**
   1. Calling general meetings
      1. IGPM will hold an annual general meeting in each calendar year, and not more than 15 months may elapse between successive annual general meetings. The Directors may call a special general meeting at any time. The Directors must call a general meeting if required to do so by the Members under the Companies Acts.
      2. Notices of general meetings
         1. The minimum period of notice required to hold any general meetings of IGPM is 14 clear days from the date on which the notice is sent out.
         2. A general meeting may be called by shorter notice if it is so agreed by the Directors
         3. The notice must specify the date time and place of the meeting, whether it can be attended in person or by a specified virtual means, and the general nature of the business to be transacted. It should also state whether it is to be an annual general meeting. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and article 22.
         4. If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
         5. The notice must be given to all the Members and to the Directors.
         6. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by IGPM.
   2. Attending and speaking at general meetings
      1. Any Member or Director is entitled to attend and speak at a general meeting. Attendance may be in person or by any virtual method of attendance made available by IGPM.
      2. The chair of any general meeting may permit any other person to attend and speak at a general meeting.
   3. The quorum at general meetings shall be at least one-fifth of the total Membership on the date the meeting is called.
   4. Chairing general meetings
      1. If the Directors have appointed a Chair, then that person shall chair any general meetings when present.
      2. If the Directors have not appointed a Chair, or that person is not present, then any Director can chair the general meeting.
      3. If no director is present within 10 minutes of the time at which the meeting was due to start, then the meeting must appoint a chair, and that must be the first business of the meeting.
   5. Adjournment of general meetings
      1. If the number of people attending a general meeting within 30 minutes of the time at which the meeting was due to start does not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair must adjourn the meeting.
      2. The chair of any meeting may adjourn a general meeting at which a quorum is present if the meeting consents to the adjournment by a simple majority. The chair must adjourn a general meeting if directed to do so by the meeting
      3. When adjourning a general meeting, the chair must state that it is to be adjourned to such time and place as the Directors shall determine. At least 7 clear days’ notice shall be given of the reconvened meeting stating the date, time and place of the meeting. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
6. **Voting at general meetings**
   1. Form of voting
      1. At general meetings, every Member shall have one vote. A person who is not a Member of IGPM shall not have any right to vote at a general meeting of IGPM
      2. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is demanded:
         1. by the chair of the meeting; or
         2. by at least two Members present in person or by proxy and having the right to vote at the meeting; or
         3. by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
      3. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
      4. The result of the vote must be recorded in the minutes of the meeting, but the number or proportion of votes cast need not be recorded.
      5. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting.
      6. If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made.
      7. A poll must be taken as the chair of the meeting directs, who may appoint scrutineers (who need not be Members).
      8. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
      9. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
      10. A poll demanded on any other question may be taken at such time and place as the chair of the meeting directs.
      11. The poll must be taken within thirty days after it has been demanded.
      12. If the poll is not taken immediately, at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken.
      13. If a poll is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting.
   2. No objection may be raised about the qualification of any person voting at the general meeting unless it is made at the meeting itself. Every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final.
   3. Proxy notices
      1. Proxies may only validly be appointed by a notice in writing (a ‘proxy notice’) which
         1. states the name and address of the Member appointing the proxy, the person appointed to be that Member’s proxy and the general meeting in relation to which that proxy is appointed;
         2. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
         3. is delivered to IGPM in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
      2. IGPM may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
      3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
      4. Unless a proxy notice indicates otherwise, it must be treated as
         1. allowing the person appointed under it as a proxy, discretion as to how to vote on any resolutions put to the meeting; and
         2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
      5. A person who is entitled to attend, speak and/or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to IGPM by or on behalf of that person.
      6. An appointment under a proxy notice may be revoked by delivering to IGPM a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy notice was given.
      7. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
      8. If a proxy notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer’s behalf.
   4. Written resolutions
      1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
         1. a copy of the proposed resolution has been sent to every eligible Member;
         2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
         3. it is contained in an authenticated document which has been received at the registered office within a period of 28 days beginning with the circulation date.
      2. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
7. **Directors**
   1. The minimum number of Directors shall be 3, and the maximum number shall be 6.
   2. Appointment of Directors
      1. Any Member who is willing to act as a Director, and is permitted by law to do so, may be nominated as a candidate for Director at an annual general meeting, provided that they receive written nominations for their candidacy from at least 5 other Members. This provision applies to both the election and re-election of Directors.
      2. Any Member so nominated may be appointed as a Director by ordinary resolution at an annual general meeting for a fixed term of 3 years, provided that no Director may be re-elected after serving continuously for 3 terms of 3 years each (excluding any period during which they were co-opted as a Director by the other Directors in accordance with article 7 b iii below), until they have stood down as a Director for a period of at least 12 months from the annual general meeting when they retired.
      3. Any Member may also be co-opted as a Director by a majority vote of the existing Directors. A Director so appointed is automatically retired at the next annual general meeting and may then stand for re-election in accordance with article 7 b i above. The maximum number of times a Member may be co-opted as a Director is 3 in any 10 year period.
   3. Termination of Director’s appointment
      1. A person ceases to be a Director as soon as
         1. That person ceases to be a Member;
         2. That person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited from being a Director by law;
         3. A bankruptcy order is made against that person;
         4. A composition is made with that person’s creditors generally in satisfaction of that person's debts;
         5. A registered medical practitioner who is treating that person gives a written opinion to IGPM stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
         6. A written notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
         7. The Director reaches the end of their three-year term of office;
         8. The Director is removed from office by a resolution of the Directors that it is in the best interests of IGPM their office be vacated or the Director has failed to abide by the IGPM Directors’ Code of Conduct or both, passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
            1. the Director has been given at least 14 clear days’ notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
            2. the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. There shall be no right of appeal from a decision of the Directors in accordance with this article.
   4. Directors’ general authority
      1. Subject to the Articles, the Directors are responsible for the management of IGPM’s business for which purpose they may exercise all the powers of IGPM. Subject to the Articles, the Directors may regulate their proceedings as they see fit.
      2. However, the members may, by special resolution, direct the Directors to take, or refrain from taking, any specified action.
      3. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles
         1. To such person or committee;
         2. By such means;
         3. To such an extent;
         4. In relation to such matters; and
         5. on such terms and conditions

as they think fit, provided the terms of such delegation are recorded in the minutes.

* + 1. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
  1. Decision making by Directors
     1. Any decision of the Directors must be a majority decision at a Directors’ meeting where there is a quorum.
     2. In all proceedings of Directors, each Director must not have more than one vote.
     3. Directors may pass a written resolution on identical terms to the provisions in Article 6d above.
  2. Directors’ meetings
     1. Any Director may call a Directors’ meeting by giving notice of the meeting to the Directors or by authorising the company secretary to give such notice. The notice (which may or may not be in writing) must indicate
        1. the date, time and location of the meeting;
        2. The general particulars of the business to be considered at the meeting; and
        3. If it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed they should communicate with each other during the meeting.
        4. The notice will give at least 7 days’ notice of the meeting unless all the Directors agree to a lesser period or urgent circumstances require shorter notice.
     2. Subject to the Articles, Directors participate in a Directors’ meeting when the meeting has been called and takes place in accordance with the Articles and they can communicate to each other any information or opinions they have.
     3. At a Directors meeting, the quorum shall be two. If the total number of Directors of IGPM at any time is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors, or to call a general meeting to enable the members to appoint further Directors.
     4. The Directors may appoint a Director to chair their meetings from time to time, or at each meeting. If the Chair is not present at a Directors’ meeting within 10 minutes of the appointed start time, the participating Directors must appoint one of them to chair it.
     5. If the numbers of votes for and against a proposal are equal, the chair of the meeting has a casting vote.
  3. Conflict of interests
     1. A Director must declare the nature and extent of any interest (direct or indirect) which they have in a proposed transaction or arrangement with IGPM or in any transaction or arrangement entered into by IGPM which has not previously been declared.
     2. A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of IGPM and any personal interest (including, but not limited to, any personal financial interest).
     3. If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person, the unconflicted Directors may authorise and accept such a conflict of interests but only where
        1. The conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
        2. The conflicted Director does not vote on any such matter and is not counted when considering whether a quorum of Directors is present at the meeting; and
        3. The unconflicted Directors consider it is in the interests of IGPM to authorise and accept the conflict of interests in all the circumstances.
     4. If any question arises regarding a conflict of interests and/or the right to participate in a meeting, the question will be referred to the chair of that meeting whose decision is to be final. If such a question arises in relation to the chair, then the decision will be made by the other Directors present.
  4. Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.
  5. The Directors shall ensure that IGPM keeps the following records in writing and in permanent form:
     1. Minutes of proceedings at general meetings;
     2. Minutes of Directors’ meetings and of committees of Directors, including the names of the Directors present;
     3. Copies of resolutions of IGPM and of the Directors, including those passed other than at general meetings or at Directors meetings; and
     4. Particulars of appointments of officers made by the Directors.

Any such minute or document so kept if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall be sufficient evidence of the proceedings, as against any member or Director of IGPM

* 1. Remuneration and expenses
     1. Directors may undertake any services for the company that the Directors decide. Directors are entitled to such remuneration as the Directors determine for both their services to IGPM as Directors, and for any other service which they undertake for IGPM.
     2. IGPM may pay any reasonable expenses which the Directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities as Directors of IGPM.
  2. Indemnity and insurance
     1. A Director may be indemnified out of IGPM’s assets against any liability incurred by that Director as an officer of IGPM, except where any such indemnity would be prohibited or rendered void by any provision of law.
     2. The Directors may decide to purchase and maintain insurance, at the expense of IGPM, for the benefit of any Director in respect of any loss or liability which has been or may be incurred in connection with the exercise of that Director's duties or powers in relation to IGPM.

1. **Miscellaneous**
   1. Irregularities
      1. The proceedings at any meeting and/or any voting decision by whatever method and/or the passing of any resolution shall not be invalidated because of any
         1. accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice);
         2. any want of qualification in any of the persons present or voting; or
         3. business being considered which is not referred to in the notice

unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

* 1. Means of communication
     1. Subject to the Articles, anything sent or supplied by or to IGPM under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to IGPM.
     2. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be used.
     3. A Director may agree with IGPM that notices or documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.
  2. Accounts and other records
     1. The Directors shall comply with the requirements of the Companies Acts as to maintaining a register of Members, keeping financial records, keeping and filing accounts, and such other items as are prescribed from time to time. They shall also ensure the relevant documents are filed and delivered to the relevant authorities in a timely manner
     2. Except as provided by law, or authorised by the Directors or an ordinary resolution of IGPM, no person is entitled to inspect any of IGPM’s accounting or other records or documents merely by virtue of being a member.
  3. Insurance
     1. The Directors may decide to purchase and maintain insurance, at the expense of IGPM, for the benefit of any relevant Director in respect of any relevant loss.
  4. Exclusion of model articles
     1. The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**SCHEDULE**

**Definitions and Interpretation**

1. In these Articles, unless the context otherwise requires:
   1. **Accreditation** means a person who has become accredited as a Member of IGPM or MIGPM;
   2. **Articles** means IGPM’s articles of association;
   3. **Chair** means the person appointed in accordance with article 7f iv;
   4. **Companies Acts** means the Companies Acts as defined in section 2 of the Companies Act 2006, insofar as they apply to IGPM;
   5. **Director** means a director of IGPM appointed in accordance with article 7b;
   6. **document** includes unless otherwise specified, any document sent or supplied in electronic form;
   7. **Member** means any person who has achieved accreditation with IGPM, and is therefore permitted to use the term “Member of IGPM” or “MIGPM” in their title and communications
   8. **IGPM** means the Institute of General Practice Management, the trading name of General Practice Management Limited , company number 13351008;
   9. **Objects** means the objects of IGPM as stated in Article 1a
   10. **ordinary resolution** has the meaning given in section 282 of the Companies Act 2006
   11. **special resolution** has the meaning given in section 283 of the Companies Act 2006
2. Unless the context otherwise requires, other words and expressions in these Articles which the same meanings as in the Companies Acts.
3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
   1. any subordinate legislation from time to time made under it; and
   2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
5. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.