

Blesma

THE LIMBLESS VETERANS

Articles of Association and Rules

2016 – Second Edition

Blesma, The Limbless Veterans
British Limbless Ex-Service Men's Association

Charity Number 1084189
Company Limited by Guarantee No. 4102768
Registered in Scotland SC010315

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Our values

The Blesma pledge is to always:

Care

Be there for our
Members through life

Share our Members' stories

Strive to learn more

Offer support and guidance

Put Members' needs first

Be relevant to independence
and fulfilment

Be the expert Service charity
on living with limb loss

Preface

This second edition of the Articles and Rules were approved by the Association through Special Resolution at an Extraordinary General Meeting held on 23 June 2016.

This Constitution supersedes all previous editions and is effective from 23 June 2016.

Contents

Articles Of Association of the British Limbless Ex-Service Men's Association, known as Blesma, The Limbless Veterans	06
<hr/>	
The Rules of Blesma	31
<hr/>	
Transitional Arrangements	35

THE COMPANIES ACT 2006 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE BRITISH LIMBLESS EX-SERVICE MEN'S ASSOCIATION

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

the Charity: means the company intended to be regulated by these Articles;

the Act: means the Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force;

the Articles: means these Articles of Association of the Charity;

clear days: in relation to the period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

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 Persons: 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;

executed: includes any mode of execution;

Material Benefit: means a benefit, direct or indirect, which may not be financial but has a monetary value;

the Members: means all the Members of the Charity whether designated ordinary, associate or otherwise under any Rules made under Article 23.1 and 'Membership' has a corresponding meaning;

office: means the registered office of the Charity;

the officers: means the Chairman, Vice Chairman, Treasurer, Secretary and such other office holders whether honorary or otherwise as may be appointed to perform the duties of the Secretary of the Charity, including a Joint, Assistant or Deputy Secretary;

the seal: means the common seal of the Charity if it has one;

Secretary: means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a Joint, Assistant or Deputy Secretary

or anyone authorised under s.270 of the Act;

Service Disabled: shall mean those disabled persons referred to in paragraphs 2.1 and 2.2 of Article 2

the Trustees: means the directors of the Charity (and 'Trustee' has a corresponding meaning);

the United Kingdom: means Great Britain and Northern Ireland;

writing and written: may include communications (including any notices) by email subject to the requirements of the Act;

and words importing the masculine gender only shall include the feminine gender.

1.2 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

1.3 The Company's name is British Limbless Ex-Service Men's Association, known as Blesma, The Limbless Veterans, and in this document is called 'the Charity'.

2. OBJECTS: The Charity's Objects are:

2.1 in such ways as are charitable in law to promote the welfare and wellbeing of all serving and ex-Service men and women who have lost a limb or limbs, or one or both eyes as a result of Service in any Branch of Her Majesty's Forces or Auxiliary Forces as may from time to time be defined;

- 2.2** in such ways as are charitable in law to promote the welfare and well being of all those serving and ex-Service men and women who suffer the loss of a limb, the permanent loss of speech or hearing; or the loss of sight in one or both eyes; or the use of a limb;
- 2.3** in such ways as are charitable in law to assist needy Widows and Widowers and needy dependants of the above.

3. POWERS

In furtherance of the Objects but not otherwise, the Charity may exercise the following powers:

- (a)** establish and maintain residential and nursing homes for the benefit of Service Disabled;
- (b)** fund arrangements to assist and advise the Membership on all matters arising from their disabilities, and to advise on legislation in regard to the special need of such Members;
- (c)** research or fund research into problems arising from Members' disablement;
- (d)** maintain viable Branches and/or subsidiaries of the Charity throughout the United Kingdom;
- (e)** draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (f)** acquire, alter, improve and (subject to such consents as may be required by law) to change or otherwise dispose, let or lease property;

- (g)** subject to Article 22 below to employ such staff, who shall not be Trustees, as are necessary for the proper pursuit of the Objects and shall have power to determine all the Terms and Conditions of employment of such staff as it shall think fit;
- (h)** to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (i)** to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes, and to exchange information and advice with them;
- (j)** to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity and/or the formation of other subsidiaries;
- (k)** without prejudice to the provisions for Article 22 below, to pay in whole or in part the reasonable expenses of any Member attending General Meetings of the Charity where it is expedient in the interests of the Charity as a whole to do so;
- (l)** to raise funds and to invite and receive contributions: providing that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (m)** to make grants;
- (n)** to set aside funds for special purposes or as reserves against future expenditure;
- (o)** to invest Charity's funds which are not needed for the immediate

furtherance of the Objects on deposit or in the purchase of such stocks, funds, shares, securities or other investments of whatsoever nature and wheresoever situate as the Trustees, in their discretion, think fit but so that the Trustees:

- (i) shall exercise such power with the care that a prudent person of business would in making investments for a person for whom they felt morally obliged to provide;
 - (ii) shall not make any speculative or hazardous investment (and, for the avoidance of doubt, this power to invest does not extend to the laying out of money on the acquisition of futures or traded options); and
 - (iii) shall have regard to the need for diversification of investments in the circumstances of the charity and to the suitability of proposed investments;
- (p)** to delegate the management of investments to a financial expert, (being an individual, firm or company which is an authorised or exempted person under the Financial Services and Markets Act 2000) but only on terms that:
- (i) the investment policy is set down in writing for the financial expert by the Trustees;
 - (ii) every transaction is reported promptly to the Trustees;
 - (iii) the performance of the investments is reviewed regularly with the Trustees;
 - (iv) the Trustees are entitled to cancel the delegation arrangement at any time;

- (v) the investment policy and the delegation arrangement are reviewed at least once a year;
- (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- (vii) the financial expert must not do anything outside the powers of the Trustees;
- (q)** to arrange for investments or other real property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- (r)** to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- (s)** subject to Article 22 below, to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity Trustees or against personal liability incurred in respect of any act or omission which is, or is alleged to be, a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- (t)** to establish subsidiary companies to assist or act as agents for the Charity or to carry out trading activity complimentary to the Objects;

- (u) to act as a Trustee of another charity;
- (v) to do all such other lawful things as are necessary for the achievement of the Objects.

4. MEMBERS

The subscribers to the memorandum and such other persons or organisations as are admitted to Membership in accordance with the rules made under Article 23.1 shall be Members of the Charity. No person shall be admitted a Member of the Charity unless his application for Membership is approved by the Trustees.

5. GENERAL MEETINGS

- 5.1** The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 5.2** The Trustees may call general meetings and, on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition.
- 5.3** Except where otherwise provided in these Articles or the Act a written resolution, ordinary or special, is as valid as an equivalent resolution passed at a general meeting. For this purpose, a written resolution may be set out in more than one document.

6. NOTICE OF GENERAL MEETINGS

- 6.1** An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a Trustee shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice, but a general meeting may be called by shorter notice if it is so agreed:
- (a)** in the case of an annual general meeting, by all the Members entitled to attend and vote, and
 - (b)** in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the Members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all the Members, and to the Trustees and auditors.
- 6.2** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1** No business shall be transacted at any meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a Member, shall constitute a quorum.

- 7.2** If a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such a time and place as the Trustees may determine.
- 7.3** The Chairman, if any, of the Trustees or, in his absence, some other Trustee nominated by the Trustees shall reside as Chairman of the meeting, but if neither the Chairman nor such other Trustee (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and, if there is only one Trustee present and willing to act, he shall be Chairman.
- 7.4** If no Trustee is willing to act as Chairman, or if no Trustee is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chairman.
- 7.5** A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
- 7.6** The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

- 7.7** A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provision of the Act, a poll may be demanded:
- (a)** by the Chairman; or
 - (b)** by at least two Members having the right to vote at the meeting.
- 7.8** A resolution to amend the rules made by the Membership pursuant to Article 23.1 of this memorandum shall require an affirmative vote of two thirds of the Members having the right to vote at the meeting.
- 7.9** Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.
- 7.10** The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 7.11** A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

7.12 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

7.13 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

7.14 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases, at least seven clear days' notice shall be given, specifying the time and place at which the poll is to be taken.

8. VOTES OF MEMBERS

8.1 Subject to Article 7.12 and any Rules made pursuant to Article 23.1, all Members shall have one vote. No Member shall be entitled to vote at any general meeting unless all monies then payable by him to the Charity have been paid.

8.2

(a) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall

be referred to the Chairman whose decision shall be final and conclusive.

- (b) On a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be lodged with the Secretary not less than three clear days before any meeting at which they are to be used and shall be invalid unless so lodged.
- (c) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a Member of the Company.

9. LIMITED LIABILITY AND GUARANTEE

9.1 The liability of the Members is limited.

9.2 Every Member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a Member, for:

- (a) the payment of the Charity's debts and liabilities contracted before he ceases to be a Member;
- (b) for the costs of the winding up; and
- (c) for the adjustment of the rights of the contributories among themselves.

10. TRUSTEES

The number of Trustees shall not be less than three but (unless otherwise determined by ordinary resolution) shall be subject to a maximum of eleven.

11. POWERS OF TRUSTEES

11.1 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may be exercisable by the Trustees.

11.2 In addition to all powers hereby expressly conferred upon them, and without detracting from the generality of their powers under these Articles, the Trustees shall have the following powers, namely:

- (a)** to expend the funds of the Charity in such a manner as they shall consider most beneficial for the achievement of the objects, and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transportation of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity;
- (b)** to enter into contracts on behalf of the Charity.

12. APPOINTMENT AND RETIREMENT OF TRUSTEES

12.1 At the annual general meeting, one third of the elected Trustees, or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.

12.2 Subject to the provision of the Act and these Articles, the Trustees to retire in rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed elected Trustees on the same day those to retire shall (unless they agree otherwise among themselves) be determined by lot.

13. ELECTION OF TRUSTEES

13.1 No person shall be appointed or re-appointed a Trustee at any general meeting unless:

- (a) he is recommended by the Trustees; or
- (b) not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Charity's register of Trustees together with a notice executed by that person of his willingness to be appointed or re-appointed.

13.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting, notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than an Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or re-appointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or re-appointment as a Trustee. The notice shall give the particulars of that person which would, if he were so appointed

or re-appointed, be required to be included in the Charity's register of Trustees.

13.3 The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by, or in accordance with, the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he shall vacate office at the conclusion thereof.

13.4 Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-appointed.

13.5 No person may be appointed as a Trustee:

- (a) unless he attained the age of 18 years; or
- (b) in circumstances such that, had he already have been a Trustee, he would have been disqualified from acting under the provisions of Article 14.

13.6 Notwithstanding any other provision of these Articles, any Trustee on reaching the age of 70 must be reappointed by ordinary resolution passed at the annual general meeting.

14. DISQUALIFICATION AND REMOVAL OF TRUSTEES

A Trustee shall cease to hold office if he:

- (a) ceases to be a Trustee by virtue of any provision in the Act or

is disqualified from acting as a Trustee by virtue of Section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

- (b) becomes incapable by reason of mental disorder, illness or injury, of managing and administering his own affairs.
- (c) resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (d) is absent without the permission of the Trustees from all their meetings held within a period of 12 months, and the Trustees resolve that his office be vacated.

15. PROCEEDINGS OF TRUSTEES

15.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting 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.

15.2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees, but shall not be less than one third of their number or two Trustees, whichever is greater.

15.3 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may

act only for the purpose of filling vacancies or of calling a general meeting.

15.4

- (a)** the Trustees may appoint one of their number to be the Chairman of their meeting and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
- (b)** the Trustees may appoint one of their number to be a Vice Chairman.
- (c)** the Trustees shall appoint one of their number to be an honorary treasurer.

15.5 The Trustees may appoint one or more sub-committees consisting of two or more Trustees for the purpose of making any inquiry, or supervising or performing any function or duty which, in the opinion of the Trustees, would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.

15.6 All acts done by a meeting of Trustees, or of a committee of Trustees shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such

person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

15.7 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees, shall be as valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

15.8 Cheques and orders for the payment of money from bank accounts in the name of the Charity shall be signed by at least two nominated Trustees and the Chief Executive. Cheques for the day-to-day routine operations of the Charity may be signed by the Chief Executive and officials within limits delegated by the Trustees.

16. SECRETARY AS AUTHORISED SIGNATORY

Subject to the provisions of the Act, a secretary may be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. Unless and until such an appointment is made, the Chief Executive shall be authorised to sign or do such documents and things as are required to be signed or done by the Secretary.

17. MINUTES

The Trustees shall keep minutes in books kept for the purpose;

(a) of all appointments of officers made by the Trustees; and

(b) of all proceedings at meetings of the Charity and of the Trustees and of committees of Trustees including the names

of the Trustees present at each such meeting.

18. ACCOUNTS

Accounts shall be prepared in accordance with the provisions of Part 15 of the Act.

19. ANNUAL REPORT

The Trustees shall comply with obligations under the Charities Act 2011 (or any statutory re-enactment or modifications of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

20. ANNUAL RETURN

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

21. NOTICES

21.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

21.2 The Charity may give any notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at his registered address or by leaving it at the address. A Member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Charity.

21.3 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

21.4 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

21.5 Notices sent by email shall be deemed to be received 24 hours after the time of their sending.

22. BENEFITS

22.1 The property and funds of the Foundation must be used only for promoting the Objects and do not belong to the Members but:

(a) Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Foundation and receive reasonable payment for goods or services supplied; and, subject to compliance with Article 22.4:

(b) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Foundation;

(c) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Foundation.

22.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Foundation except:

- (a) as mentioned in Articles 22.1 or 22.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Foundation;
- (c) the benefit of indemnity insurance as permitted by the Charities Act;
- (d) an indemnity in respect of any liabilities properly incurred in running the Foundation (including the costs of a successful defence to criminal proceedings);
- (e) 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).

22.3 No Trustee or Connected Person may be employed by the Foundation except in accordance with Article 22.2(e), but any Trustee or Connected Person may enter into a written contract with the Foundation, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (a) the goods or services are actually required by the Foundation, and the Trustees decide that it is in the best interests of the Foundation to enter into such a contract;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 22.4; and

- (c) no more than half of the Trustees are subject to such a contract in any financial year.

22.4 Subject to Article 22.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

22.5 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 Foundation 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:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (b) disclose to a third party information confidential to the Foundation, or
- (c) 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 Foundation,

or

- (d) refrain from taking any step required to remove the conflict.

22.6 This provision 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.

23. RULES

23.1 The Trustees may, from time to time, make or repeal such rules or bye laws and rulings for the Charity as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity, and for the purposes of prescribing classes of and conditions of Membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules, bye laws or rulings regulate:

- (a) the admission and classification of Members of the Charity and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
- (b) the conduct of Members of the Charity in relation to one another, and to the Charity's servants;
- (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

- (d) the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

23.2 The Charity in general meeting shall, subject to Article 7.8, have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Members of the Charity all such rules or bye laws, which shall be binding on all Members of the Charity. Provided that no rule or bye laws shall be inconsistent with, or shall affect or repeal anything contained in, the Articles of the Association.

24. WINDING UP

If the Charity is wound up or dissolved, and after all its debts and liabilities have been satisfied, there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Article 22 above, chosen by the Members of the Charity at or before the time of dissolution, and if that cannot be done then to some other charitable object.

THE RULES OF THE BRITISH LIMBLESS EX-SERVICE MEN'S ASSOCIATION

1. RULES

- 1.1 The Charity – in these rules called 'the Association' shall be democratic, non-sectarian and not affiliated to or connected directly or indirectly with any political party or political organisation.
- 1.2 The Association shall exist to promote the welfare of Service Disabled so that neither their service and sacrifice nor their interests shall be forgotten, and just and equitable compensation and treatment shall be secured for them in respect of their disabilities and resulting difficulties arising from service (or other causes).

2. MEMBERSHIP

Membership of the Association shall consist of three categories of Member namely; Ordinary, Associate and Honorary.

- 2.1 Ordinary Membership shall be open to all those serving and ex-Service men and women who, whilst serving, or as a result of service in any Branch of HM Forces or Auxiliary Forces:
- (a) have lost a limb or an eye;
 - (b) have permanent loss of speech, hearing or sight of an eye or the use of a limb.
- 2.2 Associate Membership shall be open to:
- (a) all men and women of civilian status who lose a limb, or the loss

of use of a limb, or an eye, as a result of War Service or enemy or terrorist action against HM Forces with which those of civilian status are employed, or volunteer, to provide direct support;

(b) all ex-Service men and women, who served in any Branch of HM Forces or Auxiliary Forces, who have lost a limb or an eye, or the use of a limb through traumatic incident, other than through Service-related causes;

(c) all men and women of civilian status, and all ex-Service men and women, who lose a limb or suffer loss of use of limb, in exceptional circumstances, subject to approval of the Trustees.

2.3 Honorary Membership shall be open by invitation of the Trustees to all men and women who accept and support the Objects of the Association except that such category of Member shall only have the right to vote when holding or occupying a Branch, Area or Trustee appointment, and are not entitled to charity.

2.4 Applicants for Membership who complete an approved enrolment form and thereafter conform to the Association's Articles and Rules shall all be deemed to be Members of the Association for all purposes except those specifically excluded in 2.3 above.

2.5 DEFINITIONS

(a) Within the context of this Rule, "permanent" shall mean not less than 80 per cent loss of speech, hearing or sight;

(b) Limb is defined as an arm or leg, or parts thereof, including a significant part of the hand and a significant part of the foot.

3. TRUSTEES

- 3.1** The Trustees shall comprise not less than nine and not more than 11 competent persons, all elected. Not less than two and not more than seven Trustees shall be elected at the annual general meeting of the Charity or be co-opted by the Trustees. All Trustees shall be or become Members of the Charity.
- 3.2** The Trustees shall have power to determine initially any question as to the construction of these Rules or as to the validity of any acts done or about to be done under them. They may take such professional advice thereon or otherwise as they think fit but always without prejudice to the legal rights of any party affected thereby and the right of the Trustees to refer to the Charity Commissioners for their advice on any matter which the Trustees consider suitable for such referral.
- 3.3** The Trustees shall have power to appoint representatives who are either Trustees or Members of the Association or staff for the purpose of visiting any Officials of Government Departments or other persons, institutions or organisations, on behalf of the Association for promoting in any lawful way the Objects of the charity.
- 3.4** The Trustees may, from time to time, appoint a Patron, Vice Patron, National President or Vice Presidents and may, at any time, remove or replace any person so appointed. The appointment to the office of Vice President shall be restricted to Members of any category who have given exceptional service to the Association.
- 3.5** The Trustees shall make such provision as from time to time deemed appropriate of advisory or similar bodies which may

include individuals or representative Members who are not Members of the Association to assist the Trustees in furthering the Objects of the Association.

4. THE ANNUAL GENERAL MEETING (AGM)

- 4.1** Without prejudice to the Statutory Requirements for an AGM, the Chairman of the Trustees, assisted by the Honorary Treasurer, shall present the report and accounts of the Association for the previous financial year. They shall answer questions raised thereon and will seek the views of Members. Thereafter, the Meeting shall receive the report and accounts.
- 4.2** Without prejudice to the Statutory Requirements for an AGM, the annual general meeting may discuss with and advise the Trustees on matters of general policy including the Articles and Rules of which eight weeks' notice has been given to the Trustees through the Secretary and which the Trustees have therefore included in the appropriate notices for the Meeting.
- 4.3** A Resolution of the Trustees certified by the Chairman, Treasurer and Chief Executive shall be sufficient authority and a full indemnity to any custodian Trustees for any acts done by them in pursuance thereof.
- 4.4** All unrestricted funds of the Association shall be in the name of the Charity. All investments, real property and securities comprising these funds may be registered in such nominees as shall be appointed by the Trustees.

5. TRANSITIONAL ARRANGEMENTS

- 5.1 Transitional arrangements for the continuing of existing Branches and Areas are contained in the Annex to these Rules.
- 5.2 The contents of the Annex will cease to apply when no Branch is able to function in accordance with the Transitional Arrangements and thereafter the Association shall function as a single unit based upon individual Membership.

TRANSITIONAL ARRANGEMENTS

BRANCHES AND AREAS

1. Every Member of the Association shall belong to a Branch except that such Members resident in districts where no Branch exists shall be enrolled in the Head Office Branch. No Branch may continue with fewer than 10 Members of whatever category and the Trustees shall be entitled to close any Branch if they are satisfied that it is not being properly conducted in the manner set out below.
2. Every Branch shall appoint a Management Committee consisting of a Chairman, an Honorary Secretary, an Honorary Treasurer and not less than two or more than six Members. The Committee's duty shall be to exercise a controlling oversight of the affairs of the Branch and to carry out any direction given to it by the Branch. Any Sub-Committees shall be answerable to the Management Committee. Every Branch and its Management Committee shall hold regular Meetings for the transactions of Branch business. The Management Committee shall be responsible for the keeping of correct minutes, accounts and

books showing all financial transactions and other business of the Branch. These are to be maintained in accordance with the instructions issued by Blesma Head Office.

3. The Branch Chairman, Honorary Treasurer and Honorary Secretary, and 50 per cent of the Management Committee Members in rotation, shall retire annually but be eligible for re-election.
4. The Branch Chairman, Honorary Treasurer, Honorary Secretary and Management Committee Members to fill vacancies shall be elected at the Branch annual general meeting. Such other Officers as may be necessary for the proper administration of the Branch may be appointed at the annual or any general meeting.
5. The Branch annual general meeting shall be held not later than the second week in April and the Secretary shall send to each Member of the Branch a notice convening the meeting, together with a copy of the Branch Annual Report and Accounts for the preceding year seven clear days before the date fixed for the Meeting.
6. Any monies remaining in the hands of a Branch or its Officers after forwarding all due payments to the Trustees of the Association ("the Trustees") shall be accounted for and expended in accordance with the policies of the Association.
7. The Branch Management Committee shall nominate Officers to sign cheques or other instructions on behalf of the Branch and all cheques for accounts payable for the Branch will bear the signature of at least two of the Branch Officers. Branch funds shall be lodged by the Honorary Treasurer in a Bank approved

by the Management Committee and no accounts shall be paid without their authority.

8. No Branch or any Officer thereof shall have power to pledge the credit of the Association or any Officer of the Association or to incur any liability in the name of, or on behalf of the Association, or any Officer of the Association, nor shall the Association be liable for any act, omission, neglect or default by any Branch or any Officer thereof.
9. The Head Office Branch shall be administered by the Chief Executive or such other Official as he may designate.
10. If, in the opinion of the Trustees, any Branch becomes redundant or is not holding regular Meetings for the transaction of Branch business it shall close in accordance with Rule 1 and its assets taken over by the Association.

11. **AREAS**

The Association shall maintain geographical area organisations in order to facilitate its work and by Resolution of the Trustees may from time to time alter, add to or reduce the number of such Areas. Each Branch of the Association shall belong to an Area and have the right to be directly represented thereon by one or more Members as prescribed by the Rules. Until otherwise determined, the Areas shall be Midlands and South Western. The Association shall be under no obligation to maintain any geographical area in which less than four Branches are active.

12. The purpose of Areas shall be:
 - (a) Aid fellowship amongst existing Branches and in consultation with the Head Office of the Association, assist in visiting Branches in

need of guidance or assist in visiting Branches in need of guidance or assistance and publicising the work Blesma in the Area;

- (b) To consider reports from Branches on all their special activities and any matters submitted by the Association's Head Office;
 - (c) Every Branch shall be entitled to send representatives to its Area Meeting and every Branch, excepting those in arrears with preceding years' affiliation fees, shall be entitled to record one vote on any Motion before the Area meeting.
- 13.** The Officers of each Area shall be a Chairman, an Honorary Secretary and an Honorary Treasurer who shall be elected from representatives of the Branches at the first Area Meeting to be held in each year. The Area Treasurer shall concern himself only with the expenses of Area Meetings and authorised social events. The reasonable costs of Area Meetings shall be borne from Central Funds by subsidy.
- 14.** In addition to the Annual Meeting, Areas shall hold Meetings for the transaction of business and to deal with all general matters affecting the area at such times as may be necessary. The Annual Meeting shall be held not less than eight weeks before the Annual General meeting of the Association. It shall be the duty of Area Officers to conduct the affairs of the Area between Meetings of the Area. Copies of the Agendas and Minutes of each meeting of the Area shall be forwarded to the Head Office of the Association.
- 15.** An Annual Meeting of Area Officers may be convened provided that in the view of the Trustees it continues to serve a useful purpose.

Living with limb loss,
or loss of use of limbs,
is a daily challenge,
often a painful one.
It must be managed for
the rest of life.

**Blesma is there to
help its Members
and dependants take
their full and rightful
place in society.**



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