

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

5252407

**ARTICLES OF ASSOCIATION**

of The NHS Confederation (Employers) Company Limited  
(adopted by written resolution on [ ] 2011)

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**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
of The NHS Confederation (Employers) Company Limited  
(Company No 05252407)  
(the "**Company**")

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1. DEFINED TERMS**

1.1 In these articles ("**articles**"), unless the context requires otherwise

" <b>Act</b> "	means the Companies Act 2006,
" <b>associated company</b> "	has the meaning given in article 40,
" <b>chairman</b> "	has the meaning given in article 12,
" <b>chairman of the meeting</b> "	has the meaning given in article 26,
" <b>clear days</b> "	means, in relation to a period of notice or otherwise, that period excluding the day when the notice or other document is received or deemed to be received and the day for which it is sent or on which it is to take effect,
" <b>conflict situation</b> "	has the meaning given in article 15,
" <b>director</b> "	means a director of the Company, and includes any person occupying the position of director, by whatever name called,
" <b>document</b> "	includes, unless otherwise specified, any document sent or supplied in electronic form,
" <b>electronic form</b> "	has the meaning given in section 1168 of the Act,
" <b>group</b> "	means the Company and every subsidiary and holding company of the Company and every subsidiary and holding company of such subsidiary and holding company,
" <b>group company</b> "	means any company which is a member of the group,
" <b>member</b> "	has the meaning given in section 112 of the Act,

<b>"non-executive director"</b>	means a director of the Company who is not an employee of the Company or a holder of an executive office,
<b>"ordinary resolution"</b>	has the meaning given in section 282 of the Act,
<b>"participate"</b>	in relation to a directors' meeting, has the meaning given in article 10,
<b>"proxy notice"</b>	has the meaning given in article 32,
<b>"situation involving a transaction or arrangement"</b>	has the meaning given in article 16,
<b>"special resolution"</b>	has the meaning given in section 283 of the Act,
<b>"The NHS Confederation"</b>	means the private company limited by guarantee incorporated and registered in England and Wales with company number 04358614 (Charity number 1090329), and
<b>"writing"</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1 2 Unless already defined in these articles, words or expressions contained in these articles bear the same meaning as in the Act

1 3 In these articles, reference to a holding company or a subsidiary is to a "holding company" or a "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159 (1) (b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee Unless the context requires otherwise, the application of the definition of subsidiary to any company at any time shall apply to the company as it is at that time

## 2. LIABILITY OF MEMBERS

The liability of each member is limited to £1 00, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for

2 1 payment of the Company's debts and liabilities contracted before he ceases to be a member,

2 2 payment of the costs, charges and expenses of winding up, and

2 3 adjustment of the rights of the contributories amongst themselves

### **3. DIRECTORS' GENERAL AUTHORITY**

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. When one director only is in office, this provision applies to that director.

### **4. MEMBERS' RESERVE POWER**

4.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2 No such special resolution and no alteration of the articles invalidates anything which the directors have done before the resolution is passed or the articles are altered (as appropriate).

### **5. DIRECTORS MAY DELEGATE**

5.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

5.1.1 to such person or committee,

5.1.2 by such means (including by power of attorney),

5.1.3 to such an extent,

5.1.4 in relation to such matters or territories, and

5.1.5 on such terms and conditions, as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

5.4 The power to delegate under this article 5 includes a power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director.

### **6. COMMITTEES**

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of the articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

### **7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting of the directors or a decision taken in accordance with article 8.

## **8. UNANIMOUS DECISIONS**

- 8 1 A decision of the directors is taken in accordance with this **article 8** when all eligible directors indicate to each other by any means that they share a common view on a matter
- 8 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing
- 8 3 References in this **article 8** to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- 8 4 A decision may not be taken in accordance with this **article 8** if the eligible directors would not have formed a quorum at such a meeting

## **9. CALLING A DIRECTORS' MEETING**

- 9 1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 9 2 Notice of any directors' meeting must indicate
- 9 2 1 its proposed date and time,
  - 9 2 2 where it is to take place, and
  - 9 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 9 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 9 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company, and notice of the waiver may be given before or after the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## **10 PARTICIPATION IN DIRECTORS' MEETINGS**

- 10 1 Directors participate in a directors' meeting, or part of a directors' meeting, when
- 10 1 1 the meeting has been called and takes place in accordance with the articles, and
  - 10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 10 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 10 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place where ever any of them is

## **11. QUORUM FOR DIRECTORS' MEETINGS**

- 11 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 11 2 Subject to **article 11 3**, the quorum for directors' meetings may be fixed from time to time by ordinary resolution and (subject to **article 11 3**) unless otherwise fixed it is four which shall include at least two non-executive directors, except when only one director is in office in which case it is one
- 11 3 For the purposes of any meeting (or part of a meeting) held to authorise a director's conflict, if there is only one director other than the conflicted director, the quorum for the meeting (or part of a meeting) shall be one

## **12. CHAIRING OF DIRECTORS' MEETINGS**

- 12 1 The person so appointed for the time being as chair of the board of trustees of The NHS Confederation shall be the chairman of the Company. In his absence, the directors may appoint a non-executive director to chair their meetings
- 12 2 The chairman shall chair directors' meetings

## **13. CASTING VOTE**

The chairman shall have a second or casting vote

## **14. RECORDS OF DECISIONS TO BE KEPT**

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the directors

## **15. DIRECTORS' CONFLICTS**

- 15 1 A "**conflict situation**" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
  - 15 1 1 including a situation relating to the exploitation of any property, information or opportunity, irrespective of whether the Company could take advantage of the property, information or opportunity,
  - 15 1 2 excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest, and
  - 15 1 3 excluding a situation involving a transaction or arrangement
- 15 2 A director shall not infringe his duty to avoid a conflict situation if the matter or situation which would otherwise result in that director infringing that duty arises out of or results from that director or alternate
  - being a director, officer, employee, consultant or member of any other group company, or
  - 15 2 1 being (directly or indirectly) involved with or interested in, any other group company, for the reason that any such matter or situation is hereby authorised and no further authorisation, whether pursuant to **article 15 3** or otherwise, is required in respect of such matter or situation. In addition, any such director shall not be in breach of any other duties he owes to the

Company, including the duty to exercise independent judgment, as a result of him being involved in other group companies in the manner referred to in this **article 15 2**

15 3 Any other matter or situation which would otherwise result in a director infringing his duty to avoid a conflict situation may be authorised by the directors Any such authorisation will only be effective if

15 3 1 the quorum at the meeting of the directors at which that matter or situation is considered is met without counting the director in question or any other interested director, and

15 3 2 the matter or situation was agreed to without their voting or would have been agreed to if their votes had not been counted

15 4 Any authorisation given by the directors in accordance with **article 15 3**

15 4 1 may (at the time it is given or at any subsequent time) be made subject to such terms and such conditions as the directors consider appropriate, and

15 4 2 may be revoked or varied by the directors (any such revocation or variation will not affect anything previously done by the relevant director in accordance with such prior authorisation)

15 5 Where in relation to a director, a matter or situation is authorised under **article 15 2** or specifically authorised by the directors under **article 15 3**, that director shall, irrespective of his interest in the matter or situation giving rise to the conflict situation, and subject, at all times, to the terms and conditions (if any) of any authorisation

15 5 1 be entitled to

(a) receive any papers or other documents in relation to or concerning, such matter or situation,

(b) attend any meeting (or any part of any meeting) of the directors or of a committee of the directors, at which such matter or situation is discussed or absent himself from any such meeting (or any part of any such meeting), and

(c) be counted in the quorum and vote at, any such meeting, and

15 5 2 not be required to

(a) disclose to or use for the benefit of the Company, any confidential information relating to such matter or situation if such disclosure or use would constitute a breach of confidence, and

(b) account to the Company for any benefit which he derives from such matter or situation

## **16. DIRECTORS' INTERESTS IN TRANSACTIONS AND ARRANGEMENTS**

16 1 A "situation involving a transaction or arrangement" means a situation in which a director is in any way, directly or indirectly, interested in a transaction or arrangement with the Company in circumstances where the provisions of sections 177 or 182 of the Act apply

16 2 The provisions of **article 15** shall not apply to a situation involving a transaction or arrangement

16 3 Any director may be interested in a situation involving a transaction or arrangement as long as he declares the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Act

16 4 Where, in relation to a director, a situation involving a transaction or arrangement has arisen and the director has declared the nature of his interest in accordance with section 177 or, as the case may be, section 182, of the Act, that director shall, irrespective of his interest in the matter giving rise to the situation involving a transaction or arrangement, be entitled to

16 4 1 receive any papers or other documents in relation to or concerning, such matter,

16 4 2 attend a meeting (or any part of any meeting) of the directors or of a committee of the directors, at which such matter is discussed, and

16 4 3 be counted in the quorum and vote at, any such meeting

## **17. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the articles, the directors may regulate their proceedings and the manner in which they take decisions as they see fit

## **18. METHODS OF APPOINTING DIRECTORS**

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution

## **19. TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as

19 1 that person ceases to be a director in accordance with any provision of the Act or is prohibited from being a director by law,

19 2 a bankruptcy order is made against that person,

19 3 a composition is made with that person's creditors generally in satisfaction of that person's debt,

19 4 he is removed from office under section 168 of the Act,

19 5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,

19 6 he is convicted of a criminal offence punishable by 6 months or more imprisonment (excluding an offence under road traffic legislation in the United Kingdom or



elsewhere for which he is not sentenced to any term of imprisonment whether immediate or suspended), or

- 19 7 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

## **20 DIRECTOR'S REMUNERATION**

- 20 1 Directors may undertake any services for the Company that the members decide

- 20 2 Directors are entitled to such remuneration as the members determine

20 2 1 for their services to the Company as directors, and

20 2 2 for any other service which they undertake for the Company

- 20 3 Subject to the articles, a director's remuneration may

20 3 1 take any form, and

20 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

- 20 4 Unless the members decide otherwise remuneration accrues from day to day

- 20 5 Unless the members decide otherwise directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

## **21. DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

- 21 1 meetings of directors or committees of directors,

- 21 2 general meetings, or

- 21 3 separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **22. APPLICATION FOR MEMBERSHIP**

No person shall become a member of the Company unless

- 22 1 that person has completed an application for membership in a form approved by the directors, and

- 22 2 the members have approved the application (by ordinary resolution)

## **23. TERMINATION OF MEMBERSHIP**

- 23 1 A member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing
- 23 2 Membership is not transferrable
- 23 3 A person's membership terminates when that person dies or ceases to exist

## **ORGANISATION OF GENERAL MEETINGS**

### **24. NOTICE, ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 24 1 General meetings shall be called by at least 14 clear days' notice (that is, excluding the day of the general meeting and the day on which the notice is given)
- 24 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together representing not less than 90 per cent of the total voting rights at that meeting of the members
- 24 3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted
- 24 4 Subject to the articles, the notice shall be given to all members and to the directors and auditors of the Company
- 24 5 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 24 6 A person is able to exercise the right to vote at a general meeting when
  - 24 6 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 24 6 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 24 7 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 24 8 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

### **25. QUORUM FOR GENERAL MEETINGS**

- 25 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 25 2 The number of persons who shall constitute a quorum shall be

- 25 2 1 if the Company has only one member, one member (present in person or by proxy or, if a corporate member, by its duly authorised representative), and
- 25 2 2 if the Company has more than one member, any two members entitled to vote upon the business to be transacted (present in person or by proxy or, if a corporate member, by its duly authorised representative)

## **26. CHAIRING GENERAL MEETINGS**

- 26 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so
- 26 2 if the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start
  - 26 2 1 the directors present, or
  - 26 2 2 (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 26 3 The person chairing a meeting in accordance with this article 26 is referred to as the chairman of the meeting

## **27 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS**

- 27 1 Directors may attend and speak at general meetings, whether or not they are members
- 27 2 The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting

## **28 ADJOURNMENT OF GENERAL MEETINGS**

- 28 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it
- 28 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
  - 28 2 1 the meeting consents to an adjournment, or
  - 28 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 28 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 28 4 When adjourning a general meeting, the chairman of the meeting must
  - 28 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

- 28 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 28 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
  - 28 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 28 5 2 containing the same information which such notice is required to contain
- 28 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place
- 29. VOTING GENERAL**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles
- 30. ERRORS AND DISPUTES**
  - 30 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
  - 30 2 Any such objection must be referred to the chairman of the meeting, whose decision is final
- 31. POLL VOTES**
  - 31 1 A poll on a resolution may be demanded
    - 31 1 1 in advance of the general meeting where it is to be put to the vote, or
    - 31 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
  - 31 2 A poll may be demanded by
    - 31 2 1 the chairman of the meeting,
    - 31 2 2 the directors,
    - 31 2 3 two or more persons having the right to vote on the resolution, or
    - 31 2 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
  - 31 3 A demand for a poll may be withdrawn if
    - 31 3 1 the poll has not yet been taken, and
    - 31 3 2 the chairman of the meeting consents to the withdrawal

31 4 A demand for a poll which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made

31 5 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 at such time (not being more than 30 days from the date of the meeting or adjourned meeting at which that poll is demanded) and place and in such manner as the chairman of the meeting directs

## 32. CONTENT OF PROXY NOTICES

32 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

32 1 1 states the name and address of the member appointing the proxy,

32 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

32 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

32 1 4 is delivered to the Company in accordance with the articles and, subject to **article 32 5**, any instructions contained in the notice of the general meeting to which they relate

32 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

32 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

32 4 Unless a proxy notice indicates otherwise, it must be treated as

32 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

32 4 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

32 5 The last time for delivery of the proxy notice to the Company must not be earlier than the following time

32 5 1 in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting,

32 5 2 in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll, and

32 5 3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded

32 6 The directors may specify in the notice of meeting that in calculating the time for delivery of proxies, no account has been taken of any part of a day that is not a working day

### **33 DELIVERY OF PROXY NOTICES**

- 33 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) 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 the Company by or on behalf of that person
- 33 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 33 3 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
- 33 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

### **34. AMENDMENTS TO RESOLUTIONS**

- 34 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - 34 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - 34 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 34 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - 34 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 34 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 34 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

### **ADMINISTRATIVE ARRANGEMENTS**

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

- 35 1 Subject to the other provisions of these articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 35 2 Subject to the other provisions of these 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 sent or supplied with such notices or documents for the time being

35 3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

35 4 The address for service of the Company shall be the office or such other place as the directors may appoint. The address for service of each member shall be his address in the register of members within the United Kingdom or such other address for service, which may include an electronic address, as the addressee may from time to time notify to the Company for the purposes of this **article 35**. In the absence of such address the member shall not be entitled to receive from the Company notice of any meeting.

35 5 Notices or other documents or information will be deemed to be received

35 5 1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice or other document or information signed by or on behalf of the addressee,

35 5 2 if by letter, at noon two days after such letter was posted and, in proving service, it shall be sufficient to prove that the letter was properly prepaid or stamped first class, addressed and delivered to the postal authorities,

35 5 3 if by electronic communication to an electronic address, on the same day it is sent and, in proving service, it shall be sufficient to prove that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators from time to time, and

35 5 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

35 6 For the purposes of this **article 35**, no account shall be taken of any part of a day that is not a working day

## **36 COMPANY SEALS**

36 1 Any common seal may only be used by the authority of the directors

36 2 The directors may decide by what means and in what form any common seal is to be used

36 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

36 4 For the purposes of this **article 36**, an authorised person is

36 4 1 any director,

36 4 2 the company secretary (if any), or

36 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

## **37 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

**38. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

**39. COMPANY SECRETARY**

The members may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the members so decide, appoint a replacement

**40. INDEMNITY**

40 1 Subject to the provisions of the Act, the Company may

40 1 1 indemnify to any extent any person who is or was a director, or a director of an associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company, or

40 1 2 indemnify to any extent any person who is or was a director of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any liability incurred by him in connection with the company's activities as trustee of an occupational pension scheme

40 2 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

**41. INSURANCE**

Subject to the provisions of the Act, the Company may purchase and maintain insurance for any person who is or was a director, or a director of any associated company, against loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company



**THE NHS CONFEDERATION (EMPLOYERS) COMPANY LIMITED**

Minutes of a meeting of the board of directors of The NHS Confederation (Employers) Company Limited ("**Company**") held at 2 Brewery Wharf, Kendall Street, Leeds, LS2 7JR on 6 April 2011 at 2 30pm p m

**PRESENT**

Sir Keith J Pearson JP	Chairman
Joanne Cubbon	Non Executive director
Simon Pleydell	Non Executive director
Gerald Coteman	Non Executive director
Dean Royles	Chief Executive, NHS Employers

**IN ATTENDANCE**

Maggie Evans	Head of Governance, NHS Confederation
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**NOTICE AND QUORUM**

The Chairman reported that due notice of the meeting had been given and that a quorum was present in accordance with the articles of association of the Company ("**Articles**") Accordingly, the Chairman declared the meeting open

**1 BUSINESS OF THE MEETING**

- 1 1 The Chairman reported that the purpose of the meeting was to consider and, if thought fit, approve the replacement of the Articles with a new set of articles of association ("**New Articles**")
- 1 2 The directors declared that they were aware of and would take into account all general duties owed to the Company before passing any resolution in the meeting Further, the directors would also take into account the various factors set out within section 172(1) of the Companies Act 2006 ("**Act**") and in particular, their duty to promote the success of the Company for the benefit of its members as a whole

**2. DECLARATIONS OF INTEREST**

Each director present declared the nature and extent of their interest in the proposed business of the meeting (including by virtue of actual or proposed directorships or shareholdings) for the purposes of section 177 and 182 of the Act and the Articles

### 3. DOCUMENTS PRODUCED TO THE MEETING

The following latest draft documents (collectively the "**Documents**") were produced to the meeting for approval,

- (a) the New Articles proposed to be adopted by the Company, and
- (b) a written resolution of the members of the Company adopting the New Articles ("**Written Resolution**") in substitution for and to the exclusion of all existing articles of association including all the provisions of the Company's memorandum of association (now treated as provisions of the Articles pursuant to section 28 of the Act)

### 4. CORPORATE BENEFIT

The directors, having carefully considered the terms of the New Articles and, having regard to (amongst other matters)

- 4 1 the directors' general duties set out in Chapter 2 of the Act (and in particular the matters referred to in section 172 of the Act),
- 4 2 the Company's solvency position both before and after adoption of the New Articles, and
- 4 3 the terms of the New Articles and the benefits and burdens which they will impose upon the Company,

unanimously agreed that the entry into of the New Articles would be for the benefit of the Company and would be conducive to the attainment of its strategic objectives, in furtherance of its business and would be most likely to promote the success of the Company for the benefit of its members as a whole

### 5 APPROVAL OF DOCUMENTS

- 5 1 Each of the Documents was carefully considered and IT WAS UNANIMOUSLY RESOLVED that, subject to the Written Resolution being returned to the Company duly signed by the eligible members of the Company that the New Articles be adopted by the Company
- 5 2 IT WAS FURTHER RESOLVED that the Written Resolution be sent to every eligible member of the Company and the Company's auditors

### 6 ADJOURNMENT

- 6 1 The meeting was adjourned so that the Written Resolution could be passed by the eligible members of the Company in accordance with the procedures and requirements of Sections 283 and 288 to 300 of the Act

6.2 After an adjournment, the meeting was reconvened when the [Chairman/secretary of the Company] reported that the Written Resolution had been duly signed and adopted

**7. FILING**

The Chairman requested [the secretary of the Company] to make all necessary and appropriate entries in the books and registers of the Company and to arrange for delivery to the Registrar of Companies of the Written Resolution, together with a copy of the New Articles

**8 CLOSE**

There was no further business and the Chairman declared the meeting closed

Chairman

(Date)

Company number 05252407

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

THE NHS CONFEDERATION (EMPLOYERS) COMPANY LIMITED

(the "**Company**")

DATE 13 June 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company propose that the resolution below is passed as a special resolution ("**Resolution**")

**SPECIAL RESOLUTION**

**THAT** the new articles of association annexed to this resolution are adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association (the "**Existing Articles**"), including for the avoidance of doubt all of the provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, are treated as provisions of the Existing Articles

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the above Resolution on, hereby irrevocably agrees to the Resolution

Signed by for and on behalf of The  
NHS Confederation Group Company  
Limited  
(Company number 05256894)

Date

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - **By Hand** delivering the signed copy to [Maggie Evans at 29 Bressenden Place, London, SW1E 5DD]
  - **Post** returning the signed copy by post to [Maggie Evans at 29 Bressenden Place, London, SW1E 5DD]
  - **Fax** faxing the signed copy to [ ] marked "For the attention of [Maggie Evans]"
  - **E-mail** by attaching a scanned copy of the signed document to an email and sending it to [[Maggie.Evans@nhsconfed.org](mailto:Maggie.Evans@nhsconfed.org)] Please enter "Written resolution dated [**Circulation Date**] 2011 in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, by [**28 days beginning with the Circulation Date**] 2011 sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document