

The Companies Act 2006

Community Interest Company Limited by Guarantee

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**Articles of Association**  
**of**  
**CENTRAL LONDON HEALTHCARE CIC**  
**Company number: 06135803**

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**Adopted by Special Resolution of the Company on 31<sup>st</sup> March 2020**



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**of**

**CENTRAL LONDON HEALTHCARE CIC**

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**INTERPRETATION**

**1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule to the Articles.

**COMMUNITY INTEREST COMPANY AND ASSET LOCK**

**2. Community Interest Company**

The Company is a community interest company.

**3. Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body and shall be subject to article 4.2.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum and Articles of the Company.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to an asset-locked body and shall be subject to article 4.2.

**4. Not for profit**

The Company is not established or conducted for private gain: any surplus or assets are used and shall be used:

- 4.1 principally for the benefit of the community;
- 4.2 any surplus made from vocational training shall be used solely for the continuation or improvement of such training.

## **OBJECTS, POWERS AND LIMITATION OF LIABILITY**

### **5. Objects**

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to facilitate the development of high quality primary care medical services and the management of practice based commissioning by the Company's members throughout England.

### **6. Powers**

To further its objects the Company may do all such lawful things as may further the Company'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.

### **7. Liability of Members**

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

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **8. 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.

### **9. Members' reserve power**

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

### **10. Chair**

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they may determine and may at any time remove him or her from office.

## **11. Directors may delegate**

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

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

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

## **12. Committees**

12.1 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.

12.2 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.

## **DECISION-MAKING BY DIRECTORS**

### **13. Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

### **14. Calling a Directors' meeting**

14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

- 14.2.1 all the Directors agree; or
- 14.2.2 urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

- 14.4.1 the place, day and time of the meeting; and

- 14.4.2 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.
- 14.5 Notice of Directors' meetings need not be in Writing.
- 14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
- 15. Participation in Directors' meetings**
- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 15.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 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 wherever any of them is.
- 16. Quorum for Directors' meetings**
- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 16.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 16.3.1 to appoint further Directors; or
- 16.3.2 to call a general meeting so as to enable the members to appoint further Directors.
- 17. Chairing of Directors' meetings**
- The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.
- 18. Voting**
- 18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 18.2 In all proceedings of Directors each Director must not have more than one vote.
- 19. Decisions without a meeting**
- 19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 62.

## **20. Conflicts of interest**

20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

20.2.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

20.2.2 not be counted in the quorum for that part of the meeting; and

20.2.3 withdraw during the vote and have no vote on the matter.

20.3 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

## **21. Directors' power to authorise a conflict of interest**

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.2;

21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and

- 21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

## **22. Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **23. Methods of appointing Directors**

- 23.1 The Directors of the Company shall be the Managing Director and Finance Director and directors appointed by the members and at all times following the incorporation of Healthcare Central London Ltd the company shall appoint the Managing Director and Finance Director and the directors of Healthcare Central London Ltd from time to time.
- 23.2 Should Healthcare Central London Ltd cease to exist or cease to have directors, then the Directors shall be appointed by the members.
- 23.3 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in Writing, to appoint a person to be a Director.
- 23.4 For the purposes of Article 23.3, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

### **24. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) that person (not being the Managing Director and the Finance Director) ceases to be a director of Healthcare Central London Ltd;
- (b) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- (c) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) 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 (but

only if at least two Directors will remain in office when such resignation has taken effect);

**25. Directors' remuneration**

- 25.1 Directors may undertake any services for the Company that the Directors decide.
- 25.2 Subject to the Articles, a Director's remuneration shall be determined by the members by passing a resolution by a 75% majority and may:
- (a) take any form; and
  - (b) 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.
- 25.3 Unless the members decide otherwise, Directors' remuneration accrues from day to day.
- 25.4 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.

**26. Directors' expenses**

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

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

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

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**27. Becoming a member**

- 27.1 The persons as have been admitted to membership in accordance with the Articles are members of the Company.
- 27.2 No person shall be admitted to be a member of the Company unless they are a shareholder of Healthcare Central London Ltd following the incorporation of that company, and any member who does not agree to become a shareholder of Healthcare Central London Ltd shall cease to be a member unless Healthcare Central London Ltd ceases to exist.
- 27.3 Every person who wishes to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require and executed by him or her together with sufficient evidence that he or she is an Permitted Member.

**28. Termination of membership**

- 28.1 Membership is not transferable to anyone else.



**28.2 Membership is terminated if:**

- (a) the member dies or ceases to exist;
- (b) the member ceases to be an Permitted Member;
- (c) the member ceases to be a shareholder of Healthcare Central London Ltd unless it ceases to exist;
- (d) otherwise in accordance with the Articles;
- (e) at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

**ORGANISATION OF GENERAL MEETINGS**

**29. Members' meetings**

- 29.1 The Directors shall call a general meeting not less than once in every calendar year and not more than 15 months since the previous meeting.
- 29.2 Not less than three members may require the Company to call a general meeting at any time.
- 29.3 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 29.4 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 29.5 Article 29.4 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

**30. Length of notice**

All general meetings must be called by either:

- 30.1 at least 14 Clear Days' notice; or
- 30.2 shorter notice if it is so agreed by 75% of the members having a right to attend and vote at that meeting.

**31. Contents of notice**

- 31.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 31.2 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.

- 31.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

**32. Service of notice**

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company (if any).

**33. Attendance and speaking at general meetings**

- 33.1 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.

- 33.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) 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.

- 33.3 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.

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

- 33.5 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.

**34. Quorum for general meetings**

- 34.1 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.

- 34.2 The quorum for a general meeting shall be 10% of the persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly authorised representative of a corporate member).

**35. Chairing general meetings**

- 35.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

- 35.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the Directors present; or
- (b) (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.

35.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

**36. Attendance and speaking by Directors and non-members**

36.1 Directors may attend and speak at general meetings, whether or not they are members.

36.2 The chairman of the meeting may permit other persons who are not:

- (a) members of the Company; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

**37. Adjournment**

37.1 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.

37.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) 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.

37.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) 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
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.5 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 7 Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

37.6 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.

## VOTING AT GENERAL MEETINGS

### 38. Voting: general

- 38.1 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.
- 38.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 38.3 Article 38.2 shall not prevent a person who is a proxy for a member or a duly Authorised Representative from voting at a general meeting of the Company.
- 38.4 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, proxy or Authorised Representative of a member) and entitled to vote shall have a maximum of one vote.
- 38.5 On a vote on a resolution on a poll at a meeting every member present in person or by proxy or Authorised Representative shall have one vote.
- 38.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 38.7 The following provisions apply to any organisation that is a member ("a Member Organisation"):
- 38.7.1 A Member Organisation may nominate any individual to act as its representative ("an Authorised Representative") at any meeting of the Company;
- 38.7.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
- 38.7.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
- 38.7.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;
- 38.7.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
- 38.7.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and

38.7.7 the power to appoint an Authorised Representative under this Article 38.7 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative

### **39. Poll votes**

39.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) 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.

39.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the Directors;
- (c) two or more persons having the right to vote on the resolution;
- (d) any person, who, by virtue of being appointed proxy for one or more member having the right to vote at the meeting, holds two or more votes; or
- (e) 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.

39.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

39.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **40. Errors and disputes**

40.1 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.

40.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

### **41. Content of Proxy Notices**

41.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

- (a) states the name and Address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

- 41.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 41.3 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.
- 41.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) 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
  - (b) 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.

## **42. Delivery of Proxy Notices**

- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.

## **43. Amendments to resolutions**

- 43.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) 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
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 43.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 43.3 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.

## **WRITTEN RESOLUTIONS**

### **44. Written resolutions**

- 44.1 Subject to Article 44.3, a written resolution of the Company passed in accordance with this Article 44 shall have effect as if passed by the Company in general meeting:
- 44.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 44.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 44.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 44.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 44.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors (if any) in accordance with the Companies Acts.
- 44.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 44.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
- 44.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.
- 44.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 44.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **45. Means of communication to be used**

- 45.1 Subject to the Articles, anything sent or supplied by or to the Company 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 the Company.

45.2 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 sent or supplied with such notices or Documents for the time being.

45.3 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 an agreed time of their being sent, and for the agreed time to be less than 48 hours.

#### **46. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any 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.

#### **47. Minutes**

47.1 The Directors must cause minutes to be made in books kept for the purpose:

47.1.1 of all appointments of officers made by the Directors;

47.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

47.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

47.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

#### **48. Records and accounts**

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

48.1 annual reports;

48.2 annual returns; and

48.3 annual statements of account.

48.4 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.



#### **49. Indemnity**

49.1 Subject to Article 49.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

49.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

49.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

#### **50. Insurance**

50.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

50.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of an associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

#### **51. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## SCHEDULE

### INTERPRETATION

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
<b>“APMS”</b>	Alternative Provider Medical Services agreement made under The Alternative Provider Services Directions 2004 or 2016 (as amended);
<b>“Articles”</b>	means the Company’s articles of association;
<b>“asset-locked body”</b>	means (i) a community interest Company or a charity or a Permitted Registered Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
<b>“Authorised Representative”</b>	means any individual nominated by a corporate body to act as its representative at any meeting of the Company in accordance with Article 38;
<b>“bankruptcy”</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>”Chair”</b>	has the meaning given in Article 10;
<b>“chairman of the meeting”</b>	has the meaning given in Article 35;
<b>“Clear Days”</b>	in relation to the period of a notice, that 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;
<b>“community”</b>	is to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004;
<b>“Companies Acts”</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
<b>“Company”</b>	means Central London Healthcare CIC
<b>“Conflict of Interest”</b>	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company;

<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 indicated, any document sent or supplied in Electronic Form;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in section 1168 of the Companies Act 2006;
<b>"GMS"</b>	General Medical Services contract made under means the National Health Service (General Medical Services Contracts) Regulations 2004 or 2015 as amended from time to time
<b>"Hard Copy Form"</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>"Memorandum"</b>	the Company's memorandum of association;
<b>"paid"</b>	means paid or credited as paid;
<b>"participate"</b>	in relation to a Directors' meeting, has the meaning given in Article 15;
<b>"Permitted Member"</b>	<p>is an individual natural person who is eligible to be a contractor under the Regulations and holds either a GMS contract either alone or in partnership or is a contractor under a PMS agreement alone or jointly or holds an APMS contract for the provision of essential services as defined in the Regulations; and</p> <p>(a) where the relevant general medical practice is owned by a sole practitioner, that sole practitioner;</p> <p>(b) where the relevant general medical practice is owned by a partnership, a partner in that general medical practice; and</p> <p>(c) where the relevant general medical practice is a corporate body, that corporate body.</p>
<b>"Permitted Registered Society"</b>	means a Registered Society which has a restriction on the use of its assets in accordance with regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
<b>"PMS"</b>	means a Personal Medical Services agreement made under The National Health Service (Personal Medical Services Agreements) Regulations 2004 or 2015 (as amended from time to time);
<b>"Proxy Notice"</b>	has the meaning given in Article 41;
<b>"the Regulations"</b>	means the Community Interest Company Regulations 2005 (as amended);

<b>“the Regulator”</b>	means the Regulator of Community Interest Companies;
<b>“Secretary”</b>	the secretary of the Company (if any);
<b>“shareholder of Healthcare Central London Ltd”</b>	means a shareholder in the company first applied to be incorporated with the name Healthcare Central London Ltd and a person who is a corporate body who fulfils the criteria of a Permitted Person and is a Loan Holder as defined in the articles of association of Healthcare Central London Ltd;
<b>“specified”</b>	means specified in the memorandum or articles of association of the Company for the purposes of this paragraph;
<b>“subsidiary”</b>	has the meaning given in section 1159 of the Companies Act 2006;
<b>“transfer”</b>	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; 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.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other word of expression contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.