

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

Company Number 08924010
Incorporated 5 March 2014

ARTICLES OF ASSOCIATION OF
Primary Care International CIC



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COMPANIES HOUSE

The Companies Act 2006

Company Limited by Guarantee

**ARTICLE OF ASSOCIATION OF
*Primary Care International CIC***

1. Name

The name of the Company is **Primary Care International CIC**.

2. Registered Office

The registered office of the Company is to be in England and Wales.

3. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to provide education, training, consultancy and advisory work in a diversity of settings around the world with the goal of building capacity in primary health care people and systems, in order to improve health outcomes.

Healthcare professionals working in low- and middle-income countries are a key focus of the Company's activity, and will directly benefit from its work to strengthen primary healthcare delivery. This in turn will benefit people and communities living in these countries, who will have access to better quality primary health care.

4. Community Interest Company

The Company is to be a community interest company.

5. Asset Lock

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

5.2. Provided the conditions in Article 5.3 are satisfied, Article 5.1 shall not apply to:

5.2.1.1. the transfer of assets to any specified **asset-locked body**, or (with the consent of the Regulator of Community Interest Companies) to any other asset-locked body; and

5.2.1.2. 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.

5.3. 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.

5.4. If:

5.4.1.the Company is wound up under the Insolvency Act 1986; and

5.4.2.all its liabilities have been satisfied

any residual assets shall be given or transferred to an asset-locked body, in consultation with, and with the consent of, the Regulator.

6. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

7. Powers

The Company has the following powers, which may be exercised only in promoting the Objects:

- 7.1. to promote or carry out research.
- 7.2. to provide advice.
- 7.3. to publish or distribute information.
- 7.4. to co-operate with other bodies.
- 7.5. to support, administer or set up charities.
- 7.6. to raise funds.
- 7.7. to borrow money and give security for loans.
- 7.8. to acquire or hire property of any kind.
- 7.9. to let or dispose of property of any kind.
- 7.10. to make grants or loans of money and to give guarantees.
- 7.11. to set aside funds for special purposes or as reserves against future expenditure.
- 7.12. to deposit or invest in funds in any manner.
- 7.13. to arrange for investments or other property of the Company to be held in the name of a **nominee company** acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 7.14. to deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required.
- 7.15. to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.

- 7.16. to pay for **indemnity insurance** for the Directors.
- 7.17. to employ paid or unpaid agents, staff or advisers.
- 7.18. to enter into contracts to provide services to or on behalf of other bodies.
- 7.19. to establish or acquire subsidiary companies to assist or act as agents for the Company.
- 7.20. To acquire or merge with any other company the objects of which are the same as or similar to the Objects whether by way of the acquisition of assets or otherwise.
- 7.21. to pay the costs of forming the Company.
- 7.22. to do anything else within the law which promotes or helps to promote the Objects.

8. Benefits to Members and Directors

The income and property of the Company shall be applied solely towards the promotion of the Objects and *no portion of its income or property shall be paid or transferred to any member of the Company provided that nothing shall prevent the Company from making payment in good faith at a reasonable and proper rate to any member, Director, officer or servant of the Company in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.*

9. Conflicts of Interest and Conflicts of Loyalty

- 9.1. Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, the unconflicted Directors may authorise such a conflict of interest where the following conditions apply:
 - 9.1.1. the conflicted Director declares an interest before the meeting or at the meeting before discussion begins on the matter; and
 - 9.1.2. the conflicted Director is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
 - 9.1.3. the conflicted Director is not to be counted in the quorum for that part of the meeting; and
 - 9.1.4. the conflicted Director is absent during the vote and has no vote on the matter; and
 - 9.1.5. the unconflicted Directors consider it is in the interest of the Company to authorise the conflict of interest in the circumstances applying.
- 9.2. If a conflict of interest arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any

other provision in the Articles, the unconflicted Directors may authorise such a conflict of interest where the following conditions apply:

- 9.2.1. the conflicted Director declares an interest before the meeting or at the meeting before discussion begins on the matter; and
- 9.2.2. the conflicted Director is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
- 9.2.3. the conflicted Director is not counted in quorum for that part of the meeting; and
- 9.2.4. the conflicted Director is absent during the vote and has no vote on the matter; and
- 9.2.5. the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interest in the circumstances applying.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Company is dissolved while he or she remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Company while he or she was a Member.

12. Membership

- 12.1. The Company must maintain a register of Members.
- 12.2. The subscribers to the memorandum are the first members of the company
- 12.3. Such other persons as are admitted to membership in accordance with the articles shall be Members.
- 12.4. No person shall be admitted a Member of the company unless he is approved by the directors.
- 12.5. 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.
- 12.6. Membership is not transferable to anyone else.
- 12.7. The Chief Executive Officer and the Clinical Director of the Company from time to time shall, for the period of their respective appointments, each be a Member of the Company by virtue of that appointment.
- 12.8. Membership is terminated if the Member concerned:

- 12.8.1. gives written notice of resignation to the Company;
- 12.8.2. dies;
- 12.8.3. otherwise in accordance with the Articles; or
- 12.8.4. is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued membership is harmful to the Company. The Directors may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice ; or
- 12.8.5. ceases to be a Director .
- 12.9. Membership of the Company is not transferable.
- 12.10. The maximum number of Directors at any time shall be 13 including the CEO and Clinical Director who shall be ex officio members.

13. General Meetings

- 13.1. General meetings are the meetings of the Members, consisting of the AGM and the special general meetings (if any). Members are not entitled to appoint a proxy to attend a meeting on their behalf.
- 13.2. There is a quorum at a general meeting if the number of Members present in person is more than half of the Members. Where, at a general meeting that is otherwise quorate, there is a conflict of interest in relation to any matter at a general meeting, then the quorum shall be the number of members present who do not have such a conflict. If all members present have a conflict in relation to any particular matter, then, in relation to that matter, the meeting shall not be quorate.
- 13.3. The **Chair** or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 13.4. Except where otherwise provided by the **Companies Act**, every issue is decided by a majority of the votes cast.
- 13.5. A person who is not a Member 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
- 13.6. Every Member present in person has 1 vote on each issue. The Chair of the meeting shall not have a casting vote.
- 13.7. Where a written resolution is approved by the appropriate majority required for the resolution in question of those entitled to vote at a general meeting, or where approval of the resolutions is given electronically by the appropriate majority of those entitled to vote at a general meeting, then that resolution shall be as valid

as a resolution actually passed at a general meeting. For this purpose a written resolution may be:

- 13.7.1. set out in more than 1 document (in which case it will be treated as passed on the date of the last signature); or
 - 13.7.2. sent out and/or returned in hard copy or electronic format (and if sent back electronically, then the resolution will be treated as passed at the time and on the date of the last response to be received).
- 13.8. The Company must hold an **AGM** in every calendar year. The first AGM must be held within 18 months after the Company's incorporation.
- 13.9. At an AGM the Members:
- 13.9.1. receive the accounts of the Company for the previous **financial year**;
 - 13.9.2. receive the Directors' report on the Company's activities since the previous AGM;
 - 13.9.3. accept the retirement of those Directors or who have reached the end of their term of service (or who otherwise wish to retire);
 - 13.9.4. elect Directors to fill the vacancies arising under Article 12.6;
 - 13.9.5. appoint auditors for the Company;
 - 13.9.6. may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
 - 13.9.7. may discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 13.10. Any general meeting which is not an AGM is a special general meeting.
- 13.11. A special general meeting may be called at any time by the Directors and must be called on a written request from at least 20% of the Members or at the request of the CEO.
- 13.12. The Members may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings and the circulation of resolutions consistent with the Companies Act as they think fit.
- 13.13. The Members shall adopt rules defining **Special Matters** and procedures to be followed in respect of Special Matters and such rules may only be varied or amended by a resolution approved by not less than two thirds of the Members.

14. Notice of General Meetings

- 14.1. Any general meeting must be called on at least 14 days' written notice indicating the business to be discussed, and if a special resolution is to be proposed, at least

28 clear days' written notice setting out the terms of the proposed special resolution.

- 14.2. A general meeting may be called on shorter notice if it is so agreed by all Members entitled to attend and vote.
- 14.3. If the general meeting is to be an AGM, the notice must say so.
- 14.4. The notice must be given to all Members.

15. The Directors

- 15.1. The Directors as **company directors** have control of the Company and its property and funds.
- 15.2. The Directors when complete consist of at least 3 and not more than 13 individuals, and shall include the Chief Executive Officer and the Clinical Director of the Company from time to time for the period of each of their appointments.
- 15.3. The subscribers to the **Memorandum** are the first Directors.
- 15.4. No powers to appoint Directors of the company may be given to persons who are not Members of the company which immediately after their exercise could result in the majority of the Directors of the company having been appointed by persons who are not Members of the company
- 15.5. No powers to remove directors of the company may be given to persons who are not members of the company which immediately after their exercise could result in either
 - 15.5.1. the majority of the remaining directors of the company having been appointed by persons who are not members of the company; or
 - 15.5.2. the number of directors removed during the current financial year of the company by persons who are not members of the company exceeding the number of the remaining directors of the company
- 15.6. However, sub-paragraphs 15.5.1 and 15.5.2 shall not prevent a director from appointing, or subsequently removing, an alternate director, if permitted to do so by the articles.
- 15.7. In article 15.5.2, "financial year" has the meaning given in section 223 of the Companies Act 1985
- 15.8. A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 15.9. Every Director must sign a declaration of willingness to act as a company director of the Company before he or she may vote at any meeting of the Directors.
- 15.10. Directors are appointed for an initial term of three years.

- 15.11. At the AGM marking the end of those three years, any Director who remains qualified may be reappointed for one further term of three years by a majority vote of Directors, serving up to 6 years as a Director in total.
- 15.12. The Chief Executive Officer and the Clinical Director shall not be subject to the restrictions set out in articles 15.10 and 15.11, but shall be entitled to be Directors ex officio.
- 15.13. A Director's term of office automatically terminates if he or she:
- 15.13.1. is disqualified under the Companies Act from acting as a company director;
 - 15.13.2. is the subject of a decision by HMRC that they are not a fit and proper person as that term is defined by the Finance Act 2010;
 - 15.13.3. is incapable, whether mentally or physically, of managing his or her own affairs;
 - 15.13.4. is absent from 3 consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - 15.13.5. ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Company before the next AGM);
 - 15.13.6. resigns by written notice to the Directors (but only if at least two Directors will remain in office);
 - 15.13.7. is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views;
- 15.14. The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM.
- 15.15. Co-opted Directors are subject to a brief probationary period which shall be deemed complete after participation in their first Board meeting, and in the absence of objection from a majority of Directors in the seven days following that meeting.
- 15.16. The Directors may at any time co-opt any individual to act as an advisor to the Directors. A co-opted adviser shall be invited to attend meetings of the Directors as an observer to advise the Directors but shall have no voting rights on the issues to be determined by the Directors.

16. Directors' proceedings

- 16.1. The Directors must hold at least 4 meetings each year.

- 16.2. A quorum at a meeting of the Directors is more than half of the Directors. Where, at a Directors' meeting that is otherwise quorate, there is a conflict of interest in relation to any matter at a Directors' meeting, then the quorum shall be the number of Directors present who do not have such a conflict. If all Directors present have a conflict in relation to any particular matter, then, in relation to that matter, the meeting shall not be quorate.
- 16.3. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 16.4. The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 16.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than 1 document and will be treated as passed on the date of the last signature.
- 16.6. Questions arising at a meeting of Directors shall be decided by a majority of votes; in case of an equality of votes, the Chair shall have a second or casting vote.
- 16.7. A Director who is also an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.
- 16.8. Except as provided by articles 16.6 and 16.7 in all proceedings of Directors each Director must not have more than one vote.
- 16.9. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 16.10. The Directors may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings, and the circulation of resolutions for confirmation as they think fit which shall apply until revoked or amended by resolution of the Directors.
- 16.11. In any event, the Directors shall not reach any decision on Special Matters without complying with the rules relating to Special Matters adopted in accordance with Article 10.12.

17. Directors' powers

The Directors have the following powers in the administration of the Company:

- 17.1. to appoint (and remove) any Member (who may be a Director) to act as Secretary in accordance with the Companies Act;
- 17.2. to appoint a Chair, Treasurer and other honorary officers from among their number;

- 17.3. to delegate any of their functions to committees consisting of 2 or more individuals appointed by them. At least 1 member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors;
- 17.4. to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy;
- 17.5. to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 17.6. to make regulations consistent with the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any);
- 17.7. to establish procedures to assist the resolution of disputes or differences within the Company; and
- 17.8. to exercise any powers of the Company which are not reserved to a general meeting.

18. Records and Accounts

- 18.1. The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies:
 - 18.1.1. annual returns;
 - 18.1.2. annual reports; and
 - 18.1.3. annual statements of account.
- 18.2. The Directors must keep proper records of:
 - 18.2.1. all proceedings at general meetings;
 - 18.2.2. all proceedings at meetings of the Directors;
 - 18.2.3. all reports of committees; and
 - 18.2.4. all professional advice obtained.
- 18.3. Accounting records relating to the Company must be made available for inspection by any Director or Member at any time during normal office hours
- 18.4. A copy of the Company's latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within 2 months, to any other person who makes a written request and pays the Company's reasonable costs.

19. Notices

- 19.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 19.2. The only address at which a Member is entitled to receive notices sent by post is an address shown in the register of Members.
- 19.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 19.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 19.3.2. 2 clear days after being sent by first class post to that address;
 - 19.3.3. 3 clear days after being sent by second class or overseas post to that address;
 - 19.3.4. on being handed to the Member personally; or, if earlier,
 - 19.3.5. as soon as the Member acknowledges actual receipt.
- 19.4. A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

20. Means of Communication

- 20.1. 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 provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Company.
- 20.2. 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.

21. Disputes

If a dispute arises between the Members about the validity or propriety of anything done by the Members under the Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

22. Interpretation

22.1. In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Company;

'the Articles' means the Company's articles of association;

'asset-locked body' means (a) a community interest company, a charity or a Permitted Registered Society; or (b) a body established outside the United Kingdom that is equivalent to any of those

'Chair' means the chair of the Directors or the Members (as appropriate);

'the Company' means the company governed by the Articles;

'clear day' means 24 hours from midnight following the relevant event;

'the Companies Act' means the Companies Act 2006;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'financial year' means the Company's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'Member' and **'membership'** refer to company membership of the Company;

'Memorandum' means the Company's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales;

'Permitted Registered Society' means Registered Society" means (a) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or (b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;"

'the Objects' means the Objects of the Company as defined in Article 3;

'Secretary' means the company secretary of the Company;

'term of office' means 3 years;

'Director' means a director of the Company and **'Directors'** means the directors.

'written' or **'in writing'** refers to a legible document on paper, including email, but excluding fax; and

'year' means calendar year.

22.2. Expressions defined in the Companies Act have the same meaning.

22.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.