



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
COMMUNITY INTEREST COMPANY**

Company Number **10083487**

The Registrar of Companies for England and Wales, hereby certifies that:

BRADFORD CARE ALLIANCE CIC

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by shares; and the situation of the registered office is in England and Wales



N10083487I

Given at Companies House on **24th March 2016**.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company



Companies House

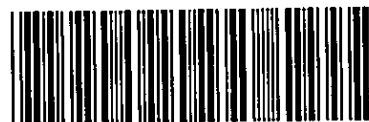
800032/35

A fee is payable with this form.
Please see 'How to pay' on the last page.

✓ What this form is for
You may use this form to register a
private or public company.

✗ What this form is NOT
You cannot use this form
a limited liability partner
this, please use form LL1

FRIDAY



A19 11/03/2016 #248
COMPANIES HOUSE

Part 1 Company details

A1 Company name

To check if a company name is available use our WebCheck service and select
the 'Company Name Availability Search' option:

www.companieshouse.gov.uk/info

Please show the proposed company name below.

Proposed company
name in full ●

BRADFORD CARE ALLIANCE CIC

For official use

1101083487

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

● Duplicate names
Duplicate names are not permitted.
A list of registered names can
be found on our website. There
are various rules that may affect
your choice of name. More
information on this is available in
our guidance booklet GP1 at:
www.gov.uk/companieshouse

A2 Company name restrictions ●

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response.

● Company name restrictions
A list of sensitive or restricted
words or expressions that require
consent can be found in our
guidance booklet GP1 at:
www.gov.uk/companieshouse

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ●

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative.

● Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements or private
companies that are charities are
eligible to apply for this. For more
details, please go to our website:
www.gov.uk/companieshouse

A4 Company type ●

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked):

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

● Company type
If you are unsure of your company's
type, please go to our website:
www.gov.uk/companieshouse

IN01

Application to register a company

A5

Situation of registered office ●

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

● Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

A6

Registered office address ●

Please give the registered office address of your company.

Building name/number	C/O THE RIDGE MEDICAL PRACTICE, RIDGE MEDICAL CENTRE
Street	COUSEN ROAD
Post town	BRADFORD
County/Region	
Postcode	B D 7 3 J X

● Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5.

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

A7

Articles of association ●

Please choose one option only and tick one box only.

Option 1

I wish to adopt one of the following model articles in its entirety. Please tick only one box.

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box.

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.

● For details of which company type can adopt which model articles, please go to our website: www.gov.uk/companieshouse

A8

Restricted company articles ●

Please tick the box below if the company's articles are restricted.

☐

● Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: www.gov.uk/companieshouse

IN01

Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ●**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C4.

Title*	
Full forename(s)	
Surname	
Former name(s) ●	

● Corporate appointments

For corporate secretary appointments, please complete section C1-C4 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

● Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

B2**Secretary's service address ●**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

● Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ●	
	Please use this section to list all the corporate secretary appointments taken on formation.	
Name of corporate body/firm		<p>● Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.</p>
Building name/number		
Street		
Post town		
County/Region		
Postcode	<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> <div style="width: 10%;"> </div> </div>	
Country		
C2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only	
C3	EEA companies ●	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.	
Where the company/firm is registered ●		<p>● EEA A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse</p> <p>● This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>
Registration number		
C4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.	
Legal form of the corporate body or firm		<p>● Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.</p>
Governing law		
If applicable, where the company/firm is registered ●		
Registration number		

IN01

Application to register a company

Director

D1	Director appointments ●	
	Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.	
Title*	MR	
Full forename(s)	NICHOLAS STUART	
Surname	NURDEN	
Former name(s) ●		
Country/State of residence ●	ENGLAND	
Nationality	BRITISH	
Month/year of birth ●	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="text" value="0"/> <input type="text" value="9"/> <input type="text" value="1"/> <input type="text" value="9"/> <input type="text" value="6"/> <input type="text" value="7"/>	
Business occupation (if any) ●	GP BUSINESS MANAGER	

● **Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

● **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

● **Country/State of residence**
This is in respect of your usual residential address as stated in section D4.

● **Month and year of birth**
Please provide month and year only.

● **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ●	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		

● **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Director

D1 Director appointments ●																					
Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E4.																					
Title*																					
Full forename(s)																					
Surname																					
Former name(s)●																					
Country/State of residence ●																					
Nationality																					
Month/year of birth ●	<table border="1"><tr><td>X</td><td>X</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td><td></td><td></td><td></td><td></td></tr></table>	X	X									m	m	y	y	y	y				
X	X																				
m	m	y	y	y	y																
Business occupation (if any) ●																					

● **Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

● **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

● **Country/State of residence**
This is in respect of your usual residential address as stated in section D4.

● **Month and year of birth**
Please provide month and year only.

● **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2 Director's service address ●	
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

● **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

IN01

Application to register a company

Corporate director

E1	Corporate director appointments ●	
	Please use this section to list all the corporate directors taken on formation.	
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		

● **Additional appointments**
If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

E2	Location of the registry of the corporate body or firm
	Is the corporate director registered within the European Economic Area (EEA)?
	→ Yes Complete Section E3 only → No Complete Section E4 only

E3	EEA companies ●
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.
Where the company/firm is registered ●	
Registration number	

● **EEA**
A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse

● This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4	Non-EEA companies
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.
Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered ●	
If applicable, the registration number	

● **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

IN01

Application to register a company

Part 3

Statement of capital

Does your company have share capital?

→ Yes Complete the sections below.

→ No Go to Part 4 (Statement of guarantee).

F1

Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling.

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4.

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ●	Amount (if any) unpaid on each share ●	Number of shares ●	Aggregate nominal value ●
ORDINARY A	£5.00		1	£ 5.00
				£
				£
				£
Totals			1	£ 5.00

F2

Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies.

Please complete a separate table for each currency.

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ●	Amount (if any) unpaid on each share ●	Number of shares ●	Aggregate nominal value ●
Totals				

F3

Totals

Please give the total number of shares and total aggregate nominal value of issued share capital.

Total number of shares

Total aggregate
nominal value ●

● Total aggregate nominal value
Please list total aggregate values in
different currencies separately. For
example: £100 + €100 + \$10 etc.

● Including both the nominal value and any
share premium.

● Total number of issued shares in this class.

● Number of shares issued multiplied by
nominal value of each share.

Continuation Pages
Please use a Statement of Capital continuation
page if necessary.

IN01

Application to register a company

F4 Statement of capital (Prescribed particulars of rights attached to shares)	
	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2.
Class of share	ORDINARY A
Prescribed particulars ①	<p>Ordinary shares, with no special dividend or voting rights, other than:</p> <p>One vote per shareholder in any circumstances.</p> <p>One share carries the right to vote in any circumstances.</p> <p>One share carries the right to receive dividends.</p> <p>Shares may be redeemed at the option of the Company, and any redemption shall be at the nominal value of that share.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

Continuation pages
Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

IN01

Application to register a company

Class of share

Prescribed particulars



● Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

IN01

Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name MR NICHOLAS NURDEN	ORDINARY A	1	GBP	£5.00		£5.00
Address C/O THE RIDGE MEDICAL PRACTICE, RIDGE MEDICAL CENTRE, COUSEN ROAD, BRADFORD, BD7 3JX						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4

Statement of guarantee

Is your company limited by guarantee?

- Yes Complete the sections below.
- No Go to Part 5 (Consent to act).

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member;
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

● Name

Please use capital letters.

● Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

● Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) ●

Surname ●

Address ●

Postcode

Amount guaranteed ●

Subscriber's details

Forename(s) ●

Surname ●

Address ●

Postcode

Amount guaranteed ●

Subscriber's details

Forename(s) ●

Surname ●

Address ●

Postcode

Amount guaranteed ●

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Application to register a company

Subscriber's details

Forename(s) ●	
Surname ●	
Address ●	
Postcode	
Amount guaranteed ●	

Subscriber's details

Forename(s) ●	
Surname ●	
Address ●	
Postcode	
Amount guaranteed ●	

Subscriber's details

Forename(s) ●	
Surname ●	
Address ●	
Postcode	
Amount guaranteed ●	

Subscriber's details

Forename(s) ●	
Surname ●	
Address ●	
Postcode	
Amount guaranteed ●	

Subscriber's details

Forename(s) ●	
Surname ●	
Address ●	
Postcode	
Amount guaranteed ●	

● Name

Please use capital letters.

● Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

● Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

IN01

Application to register a company

Part 5 Consent to act

H1

Consent statement

Please tick the box to confirm consent.

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

Part 6 Statement of compliance

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- No Go to Section 11 (Statement of compliance delivered by the subscribers).
→ Yes Go to Section 12 (Statement of compliance delivered by an agent).

H1

Statement of compliance delivered by the subscribers •

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.

• **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance.

Continuation pages
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

IN01

Application to register a company

12

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

Agent's name	LMC LAW LIMITED									
Building name/number	52									
Street	HIGH STREET									
Post town	HARROW ON THE HILL									
County/Region	MIDDLESEX									
Postcode	H	A	1		3	L	L			
Country	ENGLAND									
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.									
Agent's signature	<div>Signature</div> <div>X</div> <div>Chaim Pyle</div> <div>X</div>									

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **CLAIRE PYE**

Company name **LMC LAW LIMITED**

Address **52 HIGH STREET**

Post town **HARROW**

County/Region

Postcode **H A 1 3 L L**

Country **ENGLAND**

DX

Telephone

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☒ At the registered office address (Given in Section A6).
☐ At the agents address (Given in Section I2).

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
☐ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent.
☒ You have used the correct appointment sections.
☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
☒ The document has been signed, where indicated.
☒ All relevant attachments have been included.
☒ You have enclosed the Memorandum of Association.
☒ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.

**How to pay**

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to: www.gov.uk/companieshouse

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountambidge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

COMPANIES ACT 2006

**COMPANY HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION**

Memorandum of association of **BRADFORD CARE ALLIANCE CIC**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of Subscribers: **Nicholas Stuart Nurden**



Authentication. Authenticated Electronically

7th March 2016

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
BRADFORD CARE ALLIANCE CIC (the Company)

(C) COPYRIGHT LMC LAW 2016

INTRODUCTION

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Articles:

Act: means the Companies Act 2006.

Alternative Provider Medical Services Contract (APMS): means a contract governed by the National Health Service (Alternative Provider Medical Services) Directions 2013.

Articles: means the company's articles of association for the time being in force.

Asset-Locked Body: means a community interest company, charity or scottish charity or a body established outside Great Britain that is equivalent to any of those persons

Business Day: means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Circulation Date: means the date whereby a written resolution is sent or deemed to be sent to all shareholders of the Company.

Clear Days: means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

CCG: means Clinical Commissioning Group as defined by the Health and Social Care Act 2012.

Clinical Partners: means a partner of a medical practice or a shareholder of a company that holds a General Medical Services Contract, a Personal Medical Services Contract or an Alternative Provider Medical Services contract within the Locality.

Conflict: has the meaning given in article 18.

Director: means a Director of the company elected in accordance with article 10.

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).

General Medical Services Contract (GMS): means a contract governed by the National Health Service (General Medical Services Contract) Regulations 2004, as amended.

Locality: means the area covered by Bradford Districts CCG and Bradford City CCG.

Memorandum: the Company's Memorandum of Association

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended.

Personal Medical Services Contract: means a contract governed by the National Health Service (Personal Medical Services Contract) Regulations 2004, as amended.

Practice Managers: means a Practice Manager or Business Manager (or equivalent), within a practice in the Locality, which holds a GMS, PMS or APMS contract.

Regulations: the Community Interest Company Regulations 2005

Regulator: the Regulator of Community Interest Companies

Shareholders: the Shareholders of the Company.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. COMMUNITY INTEREST COMPANY

- 2.1 The Company shall be 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;**
- (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;**
- (c) the payment of dividends in respect of shares in the Company;**
- (d) the distribution of assets on a winding up;**
- (e) payments on the redemption or purchase of the Company's own shares;**
- (f) payments on the reduction of share capital; and**
- (g) the extinguishing or reduction of the liability of members in respect of share capital not paid up on the reduction of share capital.**

3.3 The conditions are that the transfer of assets:

- (a) 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; and**
- (b) must not exceed any limits imposed by, or by virtue of, Part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004.**

3.4 If a) the Company is wound up and b) all its liabilities have been satisfied then, any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 For the purposes of this Article, the following Asset-Locked Body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4

Name: Local Care Direct

Company Registration Number: IP29766R

Registered Office: Sheridan Teal House, Unit 2 Longbow Close, Pennine Business Park, Bradley, Huddersfield, HD2 1GQ

4. NOT FOR PROFIT

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

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. OBJECTS

- 5.1 The primary object of the Company is providing and developing high quality out of hospital health and social care within England striving for the continuous improvement in the delivery of health and social care by working collaboratively.

6. POWERS

- 6.1 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 SHAREHOLDERS

- 7.1 The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

DIRECTORS

8. DIRECTORS' GENERAL AUTHORITY

- 8.1 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. SHAREHOLDERS' RESERVE POWER

- 9.1 The Shareholders may, by special resolution, or in accordance with any shareholder agreement 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. BOARD OF DIRECTORS

- 10.1 The board of directors (“**the Board**”) shall consist of a maximum of 8 from the Locality which shall be made up as follows:
- (a) at least 2 Clinical Partners who shall be elected from the Locality; and,
 - (b) at least 2 Practice Managers who shall be elected from the Locality; and,
 - (c) one other Director, who shall be either a Clinical Partner or a Practice Manager, who shall be elected from the Locality; and,
 - (d) up to 2 individuals who may be co-opted onto the Board on such terms and conditions as the Directors determine. For the avoidance of doubt, any such co-opted individual shall have no right to vote.
- 10.2 The Directors may further co-opt a patient representative onto the Board. The patient representative shall have no right to vote.
- 10.3 The Board shall, from amongst the 5 elected directors, in accordance with article 10.1(a), 10.1(b) and 10.1(c) above, elect a chair and the chair shall not have a casting vote.
- 10.4 Elections to the Board shall be conducted every 3 years by a vote of the Shareholders at general meeting. Directors may hold office for a maximum of 6 consecutive years.
- 10.5 Any Director so co-opted onto the Board, in accordance with 10.1(d) and 10.2, shall be subject to a review and may be required to stand down after 3 years, at the Boards discretion.

11. DECISION MAKING

- 11.1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

- 11.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

12. DIRECTORS MAY DELEGATE

- 12.1 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.

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

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

13. COMMITTEES

- 13.1 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.

- 13.2 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.

14. CALLING A DIRECTORS' MEETING

- 14.1 Any Director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice.

Notice of a directors' meeting shall be given to each Director in writing or by email.

15. QUORUM FOR DIRECTORS' MEETINGS

- 15.1 The quorum for the transaction of business at a meeting of Directors is any 3 Directors, so long as the 3 Directors represent 50% or more of elected members of the Board.
- 15.2 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 14.1 to appoint further Directors; or
 - 14.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

16. VOTING

- 16.1 Questions arising at a directors' meeting shall be decided by a majority of votes.
- 16.2 In all proceedings of Directors each Director must not have more than one vote.

17 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 17.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of

such existing or proposed transaction or arrangement in which he is interested;

- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

18. DIRECTORS' CONFLICTS OF INTEREST

18.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).

18.2 Any authorisation under this article will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

18.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and,
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

18.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

18.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

18.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

19. RECORDS OF DECISIONS TO BE KEPT

- 19.1 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded and kept by the Directors in permanent form.

20. APPOINTMENT OF DIRECTORS

- 20.1 Any person who is willing to act as Director, is permitted by law to do so and fulfils the conditions as set out in article 10 above, may be appointed to be a Director –

- (a) by ordinary resolution or;
- (b) by a decision of the Directors,

in order to fulfil a casual vacancy.

21. TERMINATION OF DIRECTORS APPOINTMENT

- 21.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that persons debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than 3 months;
- (e) by reason of that persons mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights that person would have otherwise have;
- (f) 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;

- (g) that person is no longer on the medical performers list in the Locality and is no longer a GP whether salaried or otherwise in the Locality or is no longer a healthcare professional or practice manager within the Locality;
- (h) The person has been suspended whether from the performers list or by any regulator or by that persons employer, in which case that director shall be removed until such time as he is reinstated into his former position and becomes eligible to continue with his duties as a Director;

22. DIRECTORS REMUNERATION

22.1 Directors may undertake any services for the Company that the Directors decide:

- (a) Directors are entitled to such remuneration as the Directors determine for services to the Company as Directors and/or any other service they undertake for the Company;
- (b) Such remuneration may, subject to the Articles take any form and include any arrangements in connection with the payment of a pension, allowance, gratuity, death, disability, or sickness benefits to or in respect of that Director;
- (c) Directors remuneration accrues from day to day unless otherwise agreed;
- (d) Directors are not accountable to the Company for any other remuneration they receive as Directors or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested unless otherwise agreed;
- (e) The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at: (i) meetings of Directors, (ii) general meetings and (iii) any other reasonable expenses the Board may determine from time to time.

SHARES

23. SHARE CAPITAL

23.1 The share capital of the Company is £5,000 made up of 1,000 'A' shares of £5 each. Such shares shall have the rights and restrictions and be allotted in accordance with, and as stated in, these Articles.

- 23.2 'A' shares shall be allocated by the Company to a Clinical Partner to hold on trust for members of that partners practice.
- 23.3 'A' shares shall be allocated by the Company based on List Size on the basis of one share per 500 patients (rounded up). Each share shall have a nominal value of £5.
- 23.4 For the avoidance of doubt, voting at general meetings, or any other meetings of Shareholders, shall be effected by a show of hands.
- 23.5 The List Size shall be fixed as at the date of the adoption of these Articles and shall be subject to a review on the 1st April every year in accordance with the Shareholders Agreement.
- 23.6 Following a review pursuant to article 23.5, if the List Size of a practice increases by 5% or more at any time then the Shareholder of 'A' shares shall be entitled to be allotted the equivalent number of 'A' shares, which shall be fully paid up at £5 per share upon application.
- 23.7 If the List Size of a practice decreases by 5% or more at any time then any additional shares shall be bought back by the Company at par value.
- 23.8 The Company shall be authorised to issue 'B' shares to any other individual or organisation on such terms and conditions as the Directors see fit.

24. SHARE TRANSFERS

- 24.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 24.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 24.3 The Company may retain any instrument of transfer which is registered.
- 24.4 The transferor remains the holder of a share until the transferee's name is entered in the register of Shareholders as holder of it.
- 24.5 The Directors may refuse to register the transfer of a share to a person whom they do not approve.
- 24.6 They may also refuse to register the transfer unless it is lodged at the registered office of the Company or at such other place as the directors may appoint and is accompanied by such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and by such other information, as they may reasonably require.

- 24.7 If the Directors refuse to register such a transfer, they shall, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- 24.8 The provisions of this Article apply in addition to any restrictions on the transfer of a share which maybe set out elsewhere in the Memorandum or Articles of the Company.

25. PURCHASE OF OWN SHARES

- 25.1 Subject to the Articles, the Company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value.

26. TRANSMISSION OF SHARES

- 26.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 26.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
 - (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 26.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

27. EXERCISE OF TRANSMITTEES' RIGHTS

- 27.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 27.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 27.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights

in respect of the share, and as if the event which gave rise to the transmission had not occurred.

28. TRANSMITTEES BOUND BY PRIOR NOTICES

- 28.1 If a notice is given to a Shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name has been entered in the register of Shareholders.

DIVIDENDS AND OTHER DISTRIBUTIONS

29. PROCEDURE FOR DECLARING DIVIDENDS

- 29.1 Subject to the Act, and the Articles, the Company may by ordinary resolution declare dividends, and the Directors may, provided that such decision is authorised by an ordinary resolution of the Shareholders, decide to pay interim dividends.
- 29.2 For the avoidance of doubt the payment of dividends shall be considered to be a transfer of assets other than for full consideration and shall not be permitted other than in the circumstances prescribed in these Articles.
- 29.3 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 29.4 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 29.5 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 29.6 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 29.7 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

- 29.8 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

30. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 30.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account indicated by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a holder of the share), or (in any other case) to an address indicated by the Distribution Recipient either in writing or as the Directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such Address as the Distribution Recipient has indicated either in writing or as the Directors may otherwise decide; or
- (d) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

- 30.2 In the Articles, the "**Distribution Recipient**" means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

31. NO INTEREST ON DISTRIBUTIONS

- 31.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

32. UNCLAIMED DISTRIBUTIONS

32.1 All dividends or other sums which are:

- (a) payable in respect of shares; and**
- (b) unclaimed after having been declared or become payable,**

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

32.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

32.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and**
- (b) the Distribution Recipient has not claimed it,**

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

33. NON-CASH DISTRIBUTIONS

33.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

33.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;**
- (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and**
- (c) vesting any assets in trustees.**

34. WAIVER OF DISTRIBUTIONS

34.1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

- (a) the share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

35. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

35.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions.

35.2 Capitalised Sums must be applied:

- (a) on behalf of the Persons Entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

35.3 Any Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

35.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

35.5 Subject to the Articles the Directors may:

- (a) apply Capitalised Sums in accordance with Articles partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

36. GENERAL MEETINGS

36.1 The Directors may call a general meeting at any time.

36.2 The Directors must call a general meeting if required to do so by the Shareholders under the Act.

37. LENGTH OF NOTICE

37.1 All general meetings must be called by either:

- (a) at least 14 Clear Days' notice; or
- (b) shorter notice if it is so agreed by a majority of the Shareholders having a right to attend and vote at that meeting. Any such majority must together represent at least 75% of the total voting rights at that meeting of all the Shareholders.

38. CONTENTS OF NOTICE

38.1 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.

- 38.2 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.
- 38.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Shareholder of his or her rights to appoint another person as his or her proxy at a general meeting.

39. SERVICE OF NOTICE

- 39.1 Notice of general meetings must be given to every Shareholder, to the Directors and to the auditors of the Company.

40. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 40.5 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.

41. QUORUM FOR GENERAL MEETINGS

- 41.1 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.

- 41.2 The quorum for a general meeting shall be two persons entitled to vote on the business to be transacted (each being a Shareholder, a proxy for a Shareholder or a duly authorised representative of a Shareholder) or 10% of the total shareholding (represented in person or by proxy) whichever is greater.

42. CHAIRING GENERAL MEETINGS

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

- 42.2 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 Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

- 42.3 The person chairing a meeting in accordance with this Article is referred to as the “Chairman of the Meeting”.

43. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

- 43.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

- 43.2 The Chairman of the Meeting may permit other persons who are not:

(a) Shareholders of the Company; or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

44. ADJOURNMENT

- 44.1 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.

- 44.2 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.
- 44.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 44.4 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.
- 44.5 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.
- 44.6 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

45. VOTING: GENERAL

- 45.1 A resolution put to the vote of a general meeting must be decided on a show of hands.
- 45.2 A person who is not a Shareholder 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.

- 45.3 The Articles shall not prevent a person who is a proxy for a Shareholder or a duly Authorised Representative from voting at a general meeting of the Company.
- 45.4 Any vote on a resolution shall be on a show of hands or secret ballot at a meeting every person present in person (whether a Shareholder, proxy or Authorised Representative of a Shareholder) and entitled to vote shall have a maximum of one vote.
- 45.5 On a vote on a resolution, one Shareholder shall have one vote.
- 45.6 In the case of an equality of votes on a show of hands, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 45.7 No Shareholder shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.
- 45.8 The following provisions apply to any organisation that is a Shareholder (a **"Shareholder Organisation"**):
- (a) a Shareholder Organisation may nominate any individual to act as its representative (an **"Authorised Representative"**) at any meeting of the Company;
 - (b) the Shareholder 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 Shareholder Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Shareholder Organisation until notice in writing is received by the Company to the contrary;
 - (c) a Shareholder 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;
 - (d) any notice in writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Shareholder 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 Shareholder Organisation;
 - (e) an individual appointed by a Shareholder Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Shareholder Organisation) the same powers as the Shareholder Organisation could exercise if it were an individual Shareholder;
 - (f) on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the

Shareholder Organisation would be entitled to if it was an individual Shareholder present in person at the meeting; and

(g) the power to appoint an Authorised Representative under this article is without prejudice to any rights which the Shareholder Organisation has under the Act and the Articles to appoint a proxy or a corporate representative.

46. ERRORS AND DISPUTES

- 46.1 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.
- 46.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

47. CONTENT OF PROXY NOTICES

- 47.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- (a) states the name and address of the Shareholder appointing the proxy;
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Shareholder 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.
- 47.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 47.3 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.
- 47.4 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.

48. DELIVERY OF PROXY NOTICES

- 48.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 48.2 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.
- 48.3 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.
- 48.4 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.

49. AMENDMENTS TO RESOLUTIONS

- 49.1 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.
- 49.2 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.
- 49.3 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

50. WRITTEN RESOLUTIONS

- 50.1 Subject to Article 50.3, a written resolution of the Company passed in accordance with this article shall have effect as if passed by the Company in general meeting.
- (a) A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Shareholders.
- (b) A written resolution is passed as a special resolution if it is passed by Shareholders representing not less than 75% of the total voting rights of eligible Shareholders. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 50.2 In relation to a resolution proposed as a written resolution of the Company the eligible Shareholders are the Shareholders who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 50.3 A shareholders' resolution under the Act removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 50.4 A copy of the written resolution must be sent to every Shareholder together with a statement informing the Shareholder 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 in accordance with the Act.
- 50.5 A Shareholder 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.
- (a) If the Document is sent to the Company in hard copy form, it is authenticated if it bears the Shareholder's signature.
- (b) If the Document is sent to the Company by electronic means, it is authenticated if it bears the shareholder's signature or if the identity of the Shareholder is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the Shareholder and the Company has no reason to doubt the truth of that statement.
- 50.6 A written resolution is passed when the required majority of eligible Shareholders have signified their agreement to it.
- 50.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

51. MEANS OF COMMUNICATION TO BE USED

- 51.1 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 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.
- 51.2 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.
- 51.3 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.

52. IRREGULARITIES

- 52.1 The proceedings at any meeting 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 Act specifies that such informality, irregularity or want of qualification shall invalidate it.

53. MINUTES

- 53.1 The Directors must cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
 - (c) 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 Shareholder or Director of the Company, be sufficient evidence of the proceedings.

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

54. RECORDS AND ACCOUNTS

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

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

- 55.2 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 Shareholder.

55. INDEMNITY

- 55.1 Subject to these Articles, 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 Act);
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

- 55.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

55.3 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.

56. INSURANCE

56.1 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.

- (a) In this Article: 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 the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

57. EXCLUSION OF MODEL ARTICLES

57.1 The relevant Model Articles for a company limited by shares are hereby expressly excluded.

CIC 36

Declarations on Formation of a Community Interest Company¹

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Name in full

BRADFORD CARE ALLIANCE CIC

Community Interest Company

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

1. ~~We/I~~, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community². [Insert a short description of the community, or section of the community, which it is intended that the company will benefit below
³

The company's activities will provide benefit to ...

The intended community will be all NHS patients situated in England.

COMPANY NAME

BRADFORD CARE ALLIANCE CIC

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your proposed company is eligible to become a community interest company. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
The primary object of the Company is providing and developing quality out of hospital health and social care within England and striving for the continuous improvement in the delivery of health and social care by working collaboratively.	<p>The community will benefit by having greater access to healthcare services. The community members will receive a higher standard, more co-ordinated and targeted level of healthcare. Support and services will be provided to patients in relation to their urgent healthcare needs.</p> <p>This will be achieved by the GP Practitioners of Bradford city and districts, forming the CIC to enable larger resources and funding to target patients. This will also be achieved by arrangements with other healthcare organisations in other localities in England.</p>
If the company makes any surplus it will be used for... Any surplus will be reinvested back into the company to promote better healthcare, through the purchase of new equipment, and/or resources.	

(Please continue on separate sheet if necessary.)

COMPANY NAME

BRADFORD CARE ALLIANCE CIC


SECTION C:

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.⁴

SECTION D:

Each person who will be a first director of the company must sign the declarations.

Signed		Date	24-2-2016
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

CHECKLIST

Have the first directors signed the CIC36?

This form must be accompanied by the following documents:

- (a) Memorandum of Association
- (b) Articles of Association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (c) Form IN01- you need to indicate that the proposed company is adopting bespoke articles.
- (d) Any completed continuation sheets
- (e) A cheque for £35 made payable to Companies House

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

LMC LAW LIMITED	
52 HIGH STREET	
HARROW	
HA1 3LL	Tel 07788 313582
DX Number	DX Exchange

When you have completed and signed the form, please send it to the Registrar of Companies at:

For companies registered in England and Wales: Companies House, Crown Way, Cardiff, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139
Fountainbridge, EH3 9FF DX 235 Edinburgh

For companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38
Linenhall Street, Belfast, BT2 8BG

NOTES

¹ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

³ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁴ A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.