



LEEDS GENERAL PRACTICE CONFEDERATION  
LIMITED

COMPANY NO. 11250872

ARTICLES OF ASSOCIATION<sup>1</sup>

**HILL DICKINSON**

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<sup>1</sup> Adopted by a special resolution passed by unanimous vote of the Members on the ...

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## PART 1 DEFINITIONS AND INTERPRETATION

### 1 DEFINED TERMS AND INTERPRETATION

1.1 In the Articles, unless the context requires otherwise:

<b>Act</b>	means the Companies Act 2006;
<b>Alternate</b>	means a person appointed as an alternate director in accordance with Article 27;
<b>APMS Contract</b>	means an alternative provider medical services contract made in accordance with the NHS Act or any successor form of contract;
<b>Appointer</b>	means a Director who appoints an alternate director in accordance with Article 27.1;
<b>Articles</b>	means the Company's articles of association and <b>Article</b> refers to a clause or paragraph within the Articles;
<b>B Share Apportionment</b>	means a Member's entitlement to B Shares as defined in Article 22.2.
<b>Bankruptcy</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
<b>Borough Clinical Representative</b>	means a person appointed to be a Director in accordance with Articles 21.1 to 21.3
<b>Boroughs</b>	means the three (3) boroughs of Leeds comprised of Localities of member practices within the historic footprints of NHS Leeds North, NHS Leeds South & East and NHS Leeds West Clinical Commissioning Groups as more particularly set out in Schedule 1 of these Articles and <b>Borough</b> shall be defined accordingly;
<b>Business Day</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
<b>Business Development in General Practice Manager</b>	means a person appointed to be a Director in accordance with Article 21.13;

<b>CCG</b>	means NHS Leeds Clinical Commissioning Group;
<b>Chairperson</b>	has the meaning given in Article 16 and <b>Chairperson of the meeting</b> has the meaning given in Article 47.3;
<b>Chief Executive Officer (CEO)</b>	means a person appointed to be a Director in accordance with Articles 21.12;
<b>Class A Share</b>	means a share of the class described in Article 28.4;
<b>Class B Share</b>	means a share of the class described in Article 28.5;
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
<b>Company</b>	Leeds General Practice Confederation Limited;
<b>Conflict</b>	means any matter or situation which would, if not authorised in accordance with these Articles, involve an Interested Director breaching his duty to avoid conflicts of interest under section 175 of the Act;
<b>Default Notice</b>	means a notice as described in Article 35.4 served by the Company pursuant to Article 35.3 or by a Member or a Defaulting Member pursuant to Article 35.2 and a <b>Member under Default Notice</b> means a Member in respect of whom a Default Notice has been served where such notice has not been cancelled;
<b>Defaulting Member</b>	means a Member as defined in Article 35.1 including, if the circumstances so require, a Transmittee;
<b>Delivery Director</b>	means a person appointed to be a Director in accordance with Article 21.13;
<b>Director</b>	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
<b>Distribution Recipient</b>	in respect of a Share in respect of which a dividend or other sum is payable: <ul style="list-style-type: none"> <li>(a) the Holder of the Share; or</li> <li>(b) if the Share has two or more joint holders, whichever of them is named first in the register of members;</li> </ul>

<b>Document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>Electronic Form</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>Eligible Director</b>	means a Director who would be entitled to vote on a matter at a meeting of directors (but excluding a Director whose vote is not to be counted in respect of a particular matter);
<b>Eligible Member</b>	means a member eligible to hold Shares, being a legal person who practises or works in the primary care field as a: <ul style="list-style-type: none"> <li>(a) NHS or Foundation Trust or corporate entity operating a Medical Practice; or</li> <li>(b) a partner, principal or employee of a partnership operating a Medical Practice; or</li> <li>(c) a corporate entity wholly or mainly owned by (a) and/or (b) above.</li> </ul>
<b>Executive Board</b>	means the board of Directors.
<b>Exiting Member</b>	means a Member leaving the Company pursuant to Article 36.3;
<b>Finance Director</b>	means a person appointed to be a Director in accordance with Article 22.13;
<b>Fully Paid</b>	in relation to a Share, means that the nominal value and any premium to be Paid to the Company in respect of that Share have been Paid to the Company;
<b>GMS Contract</b>	means a general medical services contract made in accordance with the NHS Act or any successor form of contract;
<b>GMS Regulations</b>	means the National Health Service (General Medical Services Contracts) Regulations 2004;
<b>Hard Copy Form</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>Holder</b>	in relation to Shares means the person whose name is

	entered in the register of members as the holder of the Share as or as a Nominee on behalf of an Eligible Member;
<b>Instrument</b>	means a Document in Hard Copy Form;
<b>Interested Director</b>	means a Director who is the subject of a Conflict;
<b>Primary Care Network</b>	means clusters of member practices within a Borough as more particularly set out in Schedule 1 of these Articles and Primary Care Network shall be defined accordingly;
<b>Clinical Director</b>	means a person appointed to the Strategic Board in accordance with Article 24;
<b>Medical Director;</b>	means a person appointed to be a Director in accordance with Article 21.13;
<b>Medical Practice</b>	means a practice providing primary care medical services under a GMS Contract, a PMS Agreement or an APMS Contract as a member practice of the CCG and holding Shares either (in the case of a sole practitioner, NHS or Foundation Trust or corporate entity) directly or (in the case of a Partnership) through a Nominee;
<b>Medical Practitioner</b>	means a registered medical practitioner within the meaning of Schedule 1 to the Interpretation Act 1978;
<b>Member</b>	means a Holder of Shares;
<b>Memorandum</b>	means the Company's memorandum of association;
<b>NHS</b>	means National Health Service;
<b>NHS Act</b>	means the National Health Service Act 2006;
<b>Nominee</b>	means a Member holding Shares for an on behalf of an Eligible Member;
<b>Nursing Director</b>	means a person appointed to be a Director in accordance with Articles 21.7 to 21.9;
<b>Ordinary Resolution</b>	means a resolution passed by a simple (not less than 51%) majority of the Members;
<b>Paid</b>	means paid or credited as paid;
<b>Patient List</b>	means the list of registered NHS patients of a Medical



	Practice;
<b>PMS Agreement</b>	means a personal medical services agreement made in accordance with the NHS Act or any successor form of contract;
<b>PMS Regulations</b>	means the National Health Service (Personal Medical Services Agreements) Regulations 2004;
<b>Practice Manager Representative</b>	means a person appointed to be a Director in accordance with Articles 22.4 to 22.6;
<b>Proxy Notice</b>	has the meaning given in Article 52.1;
<b>Sale Shares</b>	means Class A Shares being transferred by an Exiting Member pursuant to Article 38.5.2;
<b>Share</b>	means any share in the capital of the Company;
<b>Special Resolution</b>	means a resolution passed by a majority of not less than 75% of the Members or a class of Members in accordance with section 283 of the Act;
<b>Strategic Board</b>	a committee of nominated Clinical Directors, providing strategic oversight for the Board of Directors Executive Board on behalf of member practices within their respective Localities, appointed in accordance with Article 24.4;
<b>Subsidiary</b>	has the meaning given in section 1159 of the Companies Act 2006;
<b>Transfer Notice</b>	means a notice served by a Member on the Company pursuant to Article 36.3;
<b>Transformation Director</b>	means a person appointed to be a Director in accordance with Article 22.14;
<b>Transmittee</b>	means a person entitled to a Share by reason of the death or Bankruptcy of a Member or otherwise by operation of law; and
<b>Writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.
- 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, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - 1.6 any subordinate legislation from time to time made under it; and
  - 1.7 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.8 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.
- 1.10 Words or phrases in these Articles that have particular meanings in accordance with Article 1.1 are capitalised.
- 1.11 Words or phrases in these Articles denoting any gender include all genders and words denoting the singular include the plural and vice versa.
- 1.12 Where an Article or part of an Article is marked as "reserved" that Article or part of any Article and the number ascribed to it is not relevant and has no application.
- 1.13 A person includes a national person, corporate or unincorporated body (whether or not having separate legal personality).

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

### **2 Objects**

The objects of the Company are to carry on activities, as a social enterprise company, which benefit the community and in particular (without limitation) to

improving health for the population of Leeds by strengthening and sustaining primary care.

### **3 Powers**

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

### **4 Liability of shareholders**

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

## **PART 2 DIRECTORS**

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

### **5 Directors' General Authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **6 Members' Reserve Power**

6.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.

6.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

6.3 Notwithstanding any other matters which pursuant to these Articles or the Companies Acts are required to be decided by the Members, the following matters are reserved for decision by the Members, by Special Resolution, and shall not be decided by the Directors unless they have otherwise been approved by the Members in accordance with Article 6.3:

6.3.1 amendments to the Company's Articles of Association;

6.3.2 entering into a new joint venture (corporate or contractual);

6.3.3 changing the name of the Company;

6.3.4 establishment or dissolution of any subsidiary company;

- 6.3.5 selling or otherwise disposing of the whole or any part (which constitutes 25% or more of the Company's business or assets as at the date of sale or disposal) of the business, property, assets, or any interest therein or contracting to do so;
  - 6.3.6 registering a transfer or allotment of Shares to any person who is not already a Member;
  - 6.3.7 doing, permitting or suffering to be done any act or thing whereby the Company may be wound-up, or entering into any compromise or arrangement under the Insolvency Act 1986;
  - 6.3.8 merging or amalgamating with any other company or undertaking, or acquiring directly or indirectly any interest in any shares or other security convertible into shares of any other company, or forming or acquiring any subsidiary;
- 6.4 Unless stated otherwise in these Articles (including but not limited to Article 4.3 above) or the Companies Acts, matters to be decided by the Members shall be decided by Ordinary Resolution. For the avoidance of doubt, Special Resolutions shall be required to decide the following matters:
- 6.4.1 amending the Articles;
  - 6.4.2 disapplying Members' pre-emption rights when Shares are issued;
  - 6.4.3 reducing Share capital;
  - 6.4.4 authorising purchase by the Company of its own Shares;
  - 6.4.5 approving a payment out of the Company's capital for redemption or purchase of any of its Shares;
  - 6.4.6 resolving that the Company be wound up voluntarily;
  - 6.4.7 approving the acceptance by a liquidator in a members' voluntary liquidation of shares of another company to which assets of the Company are to be transferred;
  - 6.4.8 giving the liquidator in the course of a members' voluntary liquidation powers to pay a class of creditors in full or make a compromise or arrangement concerning any of the debts of the Company or any debts owed to the Company; and
  - 6.4.9 approving a petition for the Company to be wound up by the court.

## **7 MATTERS FOR DETERMINATION BY THE STRATEGIC BOARD**

- 7.1 Notwithstanding any other matters which pursuant to these Articles or the Companies Acts are required to be decided by the Strategic Board, the following matters are reserved for determination by the Strategic Board, by Special Resolution, and shall not be decided by the Directors unless they have otherwise been approved by the Strategic Board through an annual business plan in accordance with Article 6.3.3:
- 7.1.1 entering into a new contract for the provision of services or goods with an annual value in excess of £1.5M;
  - 7.1.2 approval of annual business plan(s);
  - 7.1.3 acquisition or disposal of assets and capital with a value in excess of £1.5M;
  - 7.1.4 giving any guarantee, making any payment or incurring any obligation or acting as surety otherwise than in connection with the Company's ordinary business for the time being;
  - 7.1.5 lending or agreeing to lend, granting any credit or making any advance to any person otherwise than in the ordinary course of the business of the Company;
  - 7.1.6 appointing or removing any Director (without prejudice to the provisions in Article 23 of the Articles setting out grounds upon which a person shall cease to be a Director);
  - 7.1.7 authorising a Conflict where Article 15.4 of the Articles applies;
  - 7.1.8 engaging in any activity that impacts negatively on a Member's usual business;
  - 7.1.9 changing the nature of the Company's business;
  - 7.1.10 fixing Director's remuneration;
  - 7.1.11 subdividing or consolidating Shares; and
  - 7.1.12 reconverting stock into Shares.

## **8 DIRECTORS MAY DELEGATE**

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

- 8.1.1 to such person or committee;
- 8.1.2 by such means (including by power of attorney);
- 8.1.3 to such an extent;
- 8.1.4 in relation to such matters or territories; and
- 8.1.5 on such terms and conditions,

as they think fit.

- 8.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **9 COMMITTEES**

- 9.1 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.
- 9.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **10 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 10.1 The general rule about decision making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.
- 10.2 If:
  - 10.2.1 the Company only has one Director; and
  - 10.2.2 no provision of the Articles requires it to have more than one Director,the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision making.

### **11 UNANIMOUS DECISIONS**

- 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 have a common view on a matter.
- 11.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in Writing.
- 11.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at a meeting of the Directors.

## **12 FREQUENCY OF DIRECTORS' MEETINGS**

Directors' Meetings shall be convened at least once every three (3) months.

## **13 CALLING A DIRECTORS' MEETING**

- 13.1 Any Director may call a Directors' meeting by giving not less than ten (10) 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.
- 13.2 Notice of any Directors' meeting must indicate:
  - 13.2.1 its proposed date and time;
  - 13.2.2 where it is to take place; and
  - 13.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.3 Notice of a Directors' meeting must be given to each Director in Writing.
- 13.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **14 PARTICIPATION IN DIRECTORS' MEETINGS**

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - 14.1.1 the meeting has been called and takes place in accordance with the Articles; and

- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **15 QUORUM FOR DIRECTORS' MEETINGS**

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than half the number of Directors then in office PROVIDED that each Borough is represented at a meeting for a quorum to be present..
- 15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors or call such meeting so as to enable the appointment of further Directors.
- 15.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 15 to authorise a Directors' Conflict, if there are insufficient Eligible Directors other than the Interested Director, the quorum for such meeting (or the relevant part of such meeting) shall be reduced provided that the quorum shall never be less than the minimum stated in Article 12.2 and if there is no such quorum the matter shall be referred to the Members for decision.

## **16 CHAIRPERSON**

- 16.1 The Company shall appoint a Chairperson whose role shall be to:
  - 16.1.1 Chair meetings of the Executive Board;
  - 16.1.2 Chair meetings of the Strategic Board;
  - 16.1.3 Chair general meetings of the Members; and
  - 16.1.4 Represent the Company externally as the Strategic and/or Executive Board shall direct.
- 16.2 Appointment of the Chairperson



- 16.2.1 As soon as reasonably practicable following incorporation of the Company, the Directors shall request in writing that the Strategic Board collate expressions of interest from Medical Practitioners of Medical Practices who wish to hold office as Chairperson.
  - 16.2.2 The request in writing from the Directors shall set out the deadline for receipt of expressions of interest and the date by which the Strategic Board must select a candidate for appointment.
  - 16.2.3 On receipt of the expressions of interest the Strategic Board shall meet and resolve by simple majority to appoint one of the applicants to the office of Chairperson.
  - 16.2.4 For the avoidance of doubt the Chairperson shall be a Director of the Company for the purposes of these Articles and the Companies Acts.
- 16.3 Removal of the Chairperson
- 16.3.1 The Chairperson shall be removed from office:
    - 16.3.1.1 On not less than three (3) months written notice from the Chairperson to the Executive Board;
    - 16.3.1.2 Immediately, on written notice from the Members on the Executive Board; and
    - 16.3.1.3 At the first general meeting after the second anniversary of this appointment. For the avoidance of doubt a Medical Practitioner who has been removed as Chairperson under this Article 13.3.3 is eligible for re-election for perpetuity.
  - 16.3.2 On his removal from office, the Chairperson shall immediately cease to be a Director in the Company.
- 16.4 The person so appointed for the time being is known as the Chairperson.
- 16.5 If the Chairperson is not participating in a Directors' meeting within ten (10) minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 16.6 Voting rights of the Chairperson
- 16.6.1 Executive Board – the Chairperson shall only have a vote (in his capacity as Chairperson) at the Executive Board in the event of deadlock. For the avoidance of doubt, if a Director is appointed to chair a meeting of the Executive Board in the Chairperson's absence in

accordance with Article 15.5, said Director shall retain his right to vote as a Director plus have an additional vote in his capacity as interim chair in the event of deadlock.

16.6.2 Strategic Board – the Chairperson shall not have a vote at the Strategic Board.

## **17 VOTING AND CASTING VOTE**

17.1 All matters to be decided by the Directors may be decided by a simple majority of Eligible Directors, with each Eligible Director having not more than one vote.

17.2 If the numbers of votes for and against a proposal are equal, the Chairperson or other Director chairing the meeting (as the case may be) has a casting vote.

17.3 Article 17.2 does not apply if, in accordance with the Articles, the Chairperson or other Director chairing the meeting (as the case may be) is not an Eligible Director, in which case an Eligible Director shall be appointed as chairman for the relevant meeting (or part of meeting).

## **18 CONFLICTS OF INTEREST**

18.1 The Directors may, subject to Article 15.4 and in accordance with the requirements set out in this Article 18, authorise any Conflict.

18.2 Any authorisation under this Article 18 will be effective only if:

18.2.1 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;

18.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

18.2.3 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 15 may (whether at the time of giving the authorisation or subsequently):

18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 18.3.2 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;
  - 18.3.3 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;
  - 18.3.4 impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - 18.3.5 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) 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
  - 18.3.6 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.
- 18.7 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 18.8 Subject to Article 18.9, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or

part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

- 18.9 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 18.10 In conjunction with this Article 20, the Company shall cause a register of Directors' interests to be kept. A Director shall be required to declare to the Company in writing the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into the Company which has not previously been declared.

## **19 RECORDS OF DECISIONS TO BE KEPT**

- 19.1 The Directors must ensure that the Company keeps a record in Writing of:
- 19.1.1 every unanimous or majority decision taken by the Directors; and
  - 19.1.2 every declaration by a Director of an interest in an actual or proposed transaction with the Company.
- 19.2 The records described in Article 19.1 must be kept:
- 19.2.1 for at least ten (10) years from the date of the decision or declaration recorded in it;
  - 19.2.2 together with other such records; and
  - 19.2.3 in such a way that it is easy to distinguish such records from the Company's other records.
- 19.3 The Directors shall comply with the requirements of the Companies Acts 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:
- 19.3.1 annual reports;
  - 19.3.2 annual returns; and
  - 19.3.3 annual statements of account.

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

## **20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

## **COMPOSITION OF THE EXECUTIVE, AND STRATEGIC BOARD**

### **21 COMPOSITION OF THE EXECUTIVE**

- 21.1 The Executive Board shall be comprised of the following roles:

Voting Directors:

- 21.1.1 Chairperson (subject to Article 15.6);
- 21.1.2 Three (3) Borough Clinical Representatives (excluding the Chairperson);
- 21.1.3 a Practice Manager Representative;
- 21.1.4 a Chief Executive Officer (CEO);
- 21.1.5 Finance Director;
- 21.1.6 Transformation Director;
- 21.1.7 Delivery Director;
- 21.1.8 Business Development in General Practice Manager;
- 21.1.9 Medical Director;
- 21.1.10 Nursing Director;
- 21.1.11 Director of Workforce
- 21.1.12 Head of Development and Governance; and
- 21.1.13 Any such other roles agreed from time to time by the Strategic Board

Non-Voting Executive Board Attendees:

21.1.14 Such lay or co-opted non-voting Executive Board members elected by the Directors in accordance with paragraph 18.10.

## **22 APPOINTMENT OF DIRECTORS AND NON-VOTING EXECUTIVE MEMBERS**

### *Borough Clinical Representatives*

22.1 There shall be a minimum and maximum of three (3) Borough Clinical Representatives comprised on one representative per Borough, all of whom must:

22.1.1 be willing to act as a Director,

22.1.2 be a Medical Practitioner, as a partner or employee of a Medical Practice; and

22.1.3 be permitted by law to be a Director.

22.2 Any person who satisfies the conditions in Articles 19.4.1 to 19.4.4 may be appointed to be a Borough Clinical Representative Director.

22.3 Borough Clinical Representative Directors shall be appointed by each respective Borough. The Strategic Board shall notify the Executive Board of each such appointment.

### *Practice Manager Representative*

22.4 There shall be a maximum of one Practice Manager Representative Director on the Executive Board, who must:

22.4.1 be willing to act as a Director;

22.4.2 be employed by a Medical Practice in the role of a Practice Manager; and

22.4.3 be permitted by law to be a Director.

22.5 Any person who satisfies the conditions in Articles 21.4.1.1 to 21.4.3 may be appointed to be the Practice Manager Representative.

22.6 The Practice Manager Representative Director shall be appointed by the Chairperson and CEO following a transparent and fair process determined by the Executive Board.

### *Nursing Director*

22.7 There shall be a maximum of one Nursing Director on the Executive Board, who must:

- 22.7.1 be willing to act as a Director;
  - 22.7.2 have relevant nursing experience and qualifications befitting of the role;  
and
  - 22.7.3 be permitted by law to be a Director.
- 22.8 Any person who satisfies the conditions in Articles 21.7.1 to 21.7.3 may be appointed to be the Nursing Director.
- 22.9 The Nursing Director shall be appointed by the Chairperson and CEO following a transparent and fair process determined by the Executive Board.

*Chief Executive Officer, Finance Director, Transformation Director, Delivery Director, Head of Development and Governance, and Business Development in General Practice Manager*

- 22.10 There shall be a maximum of one Chief Executive Officer and one Finance Director on the Executive Board, both of whom must:

- 22.10.1 be willing to act as a Director;
- 22.10.2 not be a partner of or employed by a Medical Practice; and
- 22.10.3 be permitted by law to act as a Director.

- 22.11 There shall be a maximum of one Transformation Director, one Delivery Director, one Medical Director, one Head of Development and Governance and one Business Development in General Practice Manager on the Executive Board, both of whom must:

- 22.11.1 be willing to act as a Director; and
- 22.11.2 be permitted by law to act as a Director.

- 22.12 The CEO shall be appointed by the Chair and Borough Clinical Representatives (whose decision shall be ratified by the Strategic Board) following an advertisement and interview process.

- 22.13 The Finance Director, the Transformation Director, the Delivery Director, the Medical Director, the Head of Development and Governance and the Business Development in General Practice Manager shall be appointed by the Chair and CEO (whose decision shall be ratified by the Strategic Board) following an advertisement and interview process.

*Non-Voting Executive Board Members*

22.14 The Directors may appoint certain persons to sit as non-voting members of the Executive Board either on a recurring or one-off basis where such persons' experience and insight might be helpful to the Company. Such persons may include but are not limited to:

22.14.1 lay representatives of the Leeds health population; and

22.14.2 co-opted members from those organisations interested and/or connected with the business of the Company.

*General*

22.15 In any case where, as a result of death or Bankruptcy, the Company has no Members and no Directors, the Transmittee(s) of the last Member to have died or to have a Bankruptcy order made against him (as the case may be) has/have the right, by notice in Writing, to appoint a person who is willing to act as a Director and is permitted to do so to be a Director.

## **23 TERMINATION OF DIRECTOR'S APPOINTMENT**

23.1 A person ceases to be a Director as soon as:

23.1.1 that person ceases to be a Director by virtue of any provision of the Act;

23.1.2 a Bankruptcy order is made against that person;

23.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

23.1.4 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 three (3) months;

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

23.1.6 that person ceases to satisfy the criteria for their role as set out in Article 21; or

23.1.7 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.



- 23.2 In addition to the Members' rights under statute a Borough Clinical Representative and/or Practice Manager Representative may be removed from office by a majority decision of the Strategic Board.
- 23.3 The Borough Clinical Representative and Practice Manager Representative shall be required to retire by rotation at the first general meeting of the Company after their second anniversary in office but may offer themselves for reappointment in accordance with the provisions on appointment set out under these Articles.
- 23.4 For the avoidance of doubt the CEO, Finance Director, Transformation Director, Delivery Director, Medical Director, Nursing Director and Business Development in General Practice Manager roles shall not be subject to retirement by rotation.
- 23.5 If a Director is required to retire in accordance with this Article 22 their retirement shall take effect on the conclusion of the applicable meeting of the Executive Board where notice of the required resolution is received.
- 23.6 If the application of Article 22.3 will result in over half of the Executive Board being eligible for retirement, the Directors may at their discretion split the retirements over two separate general meetings. It shall be at the discretion of the Executive Board as to which Directors shall remain in office for an extended period.

## **24 STRATEGIC BOARD**

- 24.1 The Strategic Board shall offer strategic oversight to the Executive Board.
- 24.2 The Strategic Board shall be comprised of the Clinical Directors.
- 24.3 There shall be one Clinical Director per Primary Care Network.
- 24.4 Each Primary Care Network shall by simple majority appoint a person to act as their Clinical Director on the Strategic Board.
- 24.5 Clinical Directors shall be removed from office:
- 24.5.1 Voluntarily on not less than one month's notice from the Clinical Director to the Chairperson;
- 24.5.2 Immediately, on a simple majority resolution of the Medical Practices comprising their Primary Care Network; and
- 24.5.3 At the first meeting of the Strategic Board, after the second anniversary of his appointment but a Clinical Director may offer themselves for reappointment in accordance with the provisions on appointment set out under these Articles.

24.6 The terms of reference for meetings of the Strategic Board shall be determined by the Executive Board from time to time subject to the approval of the Members.

## **25 DIRECTORS' REMUNERATION**

25.1 Directors may undertake any services for the Company that the Directors decide.

25.2 Subject to the Act, the Articles and the terms of any service contract between the Director and the Company, Directors are entitled to such remuneration as the Directors determine:

25.2.1 for their services to the Company as Directors; and

25.2.2 for any other service which they undertake for the Company.

25.3 Subject to the Articles, a Director's remuneration may:

25.3.1 take any form; and

25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

25.4 Unless the Strategic Board decides otherwise, Directors' remuneration accrues from day to day.

25.5 Unless the Strategic Board decides otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25.6 The Strategic Board may by Ordinary Resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

## **26 DIRECTORS' EXPENSES**

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

26.1.1 meetings of Directors or committees of Directors;

26.1.2 general meetings; or

26.1.3 separate meetings of the Holders of any class of Shares or of debentures of the Company;

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

## **27 ALTERNATE DIRECTORS**

27.1 Any Director (an Appointer) may appoint, by notice in writing to the Executive Board, as an Alternate any other Director or any person who satisfies the criteria in Article 19 that the Appointer was required to satisfy on appointment and who is approved by the Directors other than the Appointer, to:

27.1.1 exercise the Appointer's powers; and

27.1.2 carry out the Appointer's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointer for specific reasons as approved by the Directors.

27.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointer or in any other manner approved by the Directors.

27.3 A notice under Article 24.1 must:

27.3.1 identify the proposed Alternate; and

27.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Appointer and satisfies the conditions set out in Article 19.

27.4 An Alternate may act as Alternate to more than one Director and has the same rights in relation to any decision of the Directors' as his Appointer.

27.5 Except as the Articles specify otherwise, Alternates:

27.5.1 are deemed for all purposes to be Directors;

27.5.2 are liable for their own acts and omissions;

27.5.3 are subject to the same restrictions as their Appointers; and

27.5.4 are not deemed to be agents of or for their Appointers

and, in particular (without limitation), each Alternate shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointer is a member.

- 27.6 A person who is an Alternate but not a Director:
- 27.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if his Appointer is not participating);
  - 27.6.2 may participate in a unanimous decision of the Directors pursuant to Article 8 (but only if his Appointer is an Eligible Director in relation to that decision but does not participate); and
  - 27.6.3 may not be counted as more than one Director for the purposes of remuneration and expenses if acting as Alternate for more than one Director.
- 27.7 A Director who is also an Alternate is entitled in the absence of his Appointer, to a separate vote on behalf of his Appointer, in addition to his own vote on any decision of the Directors (provided that his Appointer is an Eligible Director in relation to that decision).
- 27.8 An Alternate may be paid expenses and may be indemnified by the Company to the same extent as his Appointer but shall not be entitled to receive any remuneration from the Company for serving as an Alternate except such part of the Appointer's remuneration as the Appointer may direct by notice in Writing to the Company.

## PART 3 SHARES AND DISTRIBUTIONS

### SHARES

#### 28 GENERAL PROVISIONS RELATING TO SHARES

- 28.1 With the exception of the Shares taken on formation of the Company by the subscribers under the Company's Memorandum, no Share is to be issued for less than the aggregate of its nominal value and any premium to be Paid to the Company in consideration for its issue.
- 28.2 The Company shall have a first and paramount lien on all Shares standing registered in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company.
- 28.3 The Shares shall be divided into two classes of Share:
- 28.3.1 Class A Shares; and
- 28.3.2 Class B Shares.
- 28.4 A Class A Share is an ordinary redeemable share with a nominal value of £1.00 (one pound sterling). Each Member shall hold one A Share only. Class A Shares confer a single voting right on their Holder.
- 28.5 A Class B Share is an ordinary non-redeemable share with a nominal value of £0.001 (one tenth of a pence sterling). Each Holder shall be allotted B Shares proportionate to the total list size of all patients they represent (the **B Share Apportionment**) as at the 1<sup>st</sup> Day of April in the accounting year within which shares are allotted. The B Shares confer no voting rights. The B shares do confer a right to participate in the profits, dividends and assets of the Company both during the life of the Company and upon the winding up of the Company.
- 28.6 For the avoidance of doubt, where a Member operates and/or holds more than one GMS contract, PMS agreement and/or APMS agreement for the CCG, they shall be classed as one Member for the purposes of the Company. Accordingly, they shall hold only one Class A Share and their B Share Apportionment shall be calculated based upon the total list size of all contracts operated.
- 28.7 No person may hold a Share or Shares or own a beneficial interest in a Share or Shares unless they are an Eligible Member.

## **29 ALLOTMENT OF SHARES**

- 29.1 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- 29.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares provided that the sum to be paid by the Company on a redemption shall not exceed the nominal value of the Share.
- 29.3 The Directors shall make a condition of allotment of Shares that:
- 29.3.1 no share certificate shall be issued;
  - 29.3.2 the Holder shall not hold the Shares on trust for any person other than an Eligible Member;
  - 29.3.3 all Shares shall be Fully Paid; and
  - 29.3.4 any person to whom the Shares are transferred shall be subject to the same restrictions as those set out in Article 26.3.2.
- 29.4 Subject to Article 6.3.6, the Directors shall have authority to allot Shares in accordance with these Articles.
- 29.5 The pre-emption rights contained in section 561 of the Act shall not apply to any Defaulting member or Member under Default Notice.

## **30 Recalculation of B Share Apportionment**

- 30.1 The Class B Shareholding of each Member has been calculated on the basis of the percentage that the patient population which that Member represents forms of the total patient population of all Members.
- 30.2 The Directors shall, at their option and provided that the percentage that the patient population of at least five (5) Member forms of the total patient population of all Members has increased or decreased by at least ten per cent (10%), be entitled to recalculate and update the B Share Apportionments at any time and from time to time provided that, subject to Article 30.6, it cannot be recalculated more than once in any period of twenty-four (24) months. The Directors shall send a written notice of the new B Share Apportionment to all Members within seven (7) days of it being recalculated and updated.

- 30.3 Following publication of the recalculated and updated B Share Apportionment to all Members, the Directors shall, at their option, be entitled, within thirty-five (35) days of such notice, to offer to allot such further Class B Shares to take account of the changes in list size.
- 30.4 The Members agree that the share price for any new subscriptions shall not exceed the nominal value.
- 30.5 The Directors shall notify each Member of the number of additional whole Class B Shares (if any) to be subscribed for by each or some of the Members and the subscription price for such allotments and shall enclose with that notice the form of letter of application required from that Member and shall specify the date by which such letters of application, and subscription amount must be received by the Company.
- 30.6 In the event that the Company declares a dividend or distribution in accordance with the terms of these Articles, immediately prior to payment or distribution of the same to Members, the Directors shall, at their option, determine if the requirements for the recalculation of Members' B Share entitlement as set out in Article 30.2 are met and where applicable the Directors may adjust the B Share holdings of Members in accordance with this Article 30 to ensure that any dividend or distribution accurately reflects the spread of the patient list across Members as at the date of distribution.
- 30.7 The Members agree that they shall pass any resolution required to increase the authorised share capital of the Company, authorise the Directors to issue and allot any such shares (under Section 550 of the Act and generally), authorise any such transfers and waive any pre-emption rights (whether statutory, under the Articles or otherwise) to give effect to the provisions of this Article 27.

### **31 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS**

Except as required by law and as expressly provided in these Articles, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the Holder's absolute ownership of it and all the rights attaching to it.

### **32 SHARE CERTIFICATES**

No share certificate shall be issued in respect of any Share.

### **33 AUTHORITY TO PURCHASE OWN SHARES**

- 33.1 Subject to the provisions of the Act the Company may purchase its own Shares (Class A and Class B Shares) and make a payment in respect of the redemption or purchase of its own Shares as authorised by these Articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares.
- 33.2 The purchase of the Company's own Shares may be within such limits as may be specified by the Company in a general meeting in compliance with the provisions of the Act and the Company may enter into or vary any contract for such purchase. Every such purchase or contract providing for the purchase by the Company of Shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act.

#### **34 TRANSFER AND TRANSMISSION OF SHARES**

- 34.1 Notwithstanding any other provisions in these Articles, Shares may only be transferred to an Eligible Member and the transferee must agree to be bound by the conditions set out in Article 29.3 with references to the Holder therein being treated as references to the transferee and references to allotment being treated as references to transfer.
- 34.2 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.
- 34.3 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share.
- 34.4 The Company may retain any Instrument of transfer which is registered.
- 34.5 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 34.6 The Directors may refuse to register the transfer of a Share:
- 34.6.1 to a person of whom they do not approve;
  - 34.6.2 to a person who is not an Eligible Member or to a person who is currently an Eligible Member but whom the Directors reasonably believe may within the next twelve (12) months cease to be an Eligible Member;
  - 34.6.3 to a person of whom they do not approve save that the Directors shall not be entitled to refuse to transfer a Share pursuant to this Article 34.6.3 where the transfer is in accordance with articles 34.10 or 34.11;



- 34.6.4 if it is not lodged at the registered office of the Company or such other place as the Directors may appoint; or
- 34.6.5 if it is not accompanied by:
  - 34.6.5.1 such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
  - 34.6.5.2 such other information as they may reasonably require, including evidence that the transfer satisfies in all respects the provisions of these Articles.
- 34.7 If the Directors refuse to register a transfer of a Share they shall, within two (2) months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
- 34.8 The provisions of this Article apply in addition to any restrictions on the transfer of a share which may be set out elsewhere in the Memorandum of Association or the Articles of the Company.
- 34.9 If title to a Share passes to a Transmtee, the Company shall not register such person as a Member unless such person is an Eligible Member approved by the Members.
- 34.10 Where two (2) or more Members merge to form a single organisation, the merged organisation shall within one month of the merger nominate a single named Holder or Nominee (as applicable) to hold the Shares previously held by or on behalf of the two (2) or more Members and shall notify such person to the Company. Thereafter the merged organisation shall be treated as a single Member for the purpose of these Articles. All Shares held on behalf of the merged Member shall be transferred to the named Holder or Nominee for the merged organisation. Article 33 shall not apply in these circumstances.
- 34.11 On completion of a merger as set out in Article 33.10, the Company shall exercise the option to redeem and cancel all but one of the Class A Shares held by the newly merged Member at no more than nominal value. For the avoidance of doubt the merged Member's Class B Shares shall be retained to reflect the increased total patient population served by the merged Member.
- 34.12 A Holder who is a Nominee may transfer all his Shares to a partner, employee or shareholder in his Eligible Member (to act as a replacement Nominee) provided he gives advance notice in writing to the Directors. Article 35 shall not apply in these circumstances.

34.13 Where Shares are transferred pursuant to articles 34.10, 34.11 or 34.12, the Directors may either require that the transferor's Shares are transferred to the transferee or may nominate that such Shares are transferred to another Member to be decided by the Directors.

## **35 DEFAULTING MEMBERS**

35.1 A Member shall be deemed to be a Defaulting Member if:

35.1.1 Subject to Article 35.8, he dies;

35.1.2 subject to Article 34.9, (in the case of an individual) he dies or (in the case of a corporate body) it is dissolved;

35.1.3 they cease to be an Eligible Member;

35.1.4 (in the case of an individual) he suffers from permanent ill health or mental disability which renders it impossible for him to perform his obligations to the Company;

35.1.5 he consistently or materially breaches these Articles; or

35.1.6 he commits any act which in the reasonable opinion of the other Members brings the Company into disrepute and/or is contrary to the ethos of the Company.

35.2 If circumstances arise such that a Member becomes aware, or should reasonably be expected to become aware, that he or she is or is likely to become a Defaulting Member, they shall immediately serve a Default Notice on the Company and, if applicable, on their Medical Practice and they shall forthwith become a Member under Default Notice.

35.3 If the Directors become aware that a Member has or is likely to become a Defaulting Member but no Default Notice has been served on the Company pursuant to Article 35.2 the Directors shall forthwith serve a Default Notice on the Member and on the Member's Medical Practice (if applicable) and the Member shall forthwith become a Member under Default Notice.

35.4 A Default Notice shall state:

35.4.1 the circumstances which have arisen or which are likely to arise which have caused or are likely to cause a Member to become a Defaulting Member with reference to the relevant paragraph or paragraphs of Article 34.1; and

- 35.4.2 the date or, if the precise date is not known, an estimated date, upon which these circumstances arose or are likely to arise.
- 35.5 A Member under Default Notice who is not yet a Defaulting Member and who holds Shares as a Nominee shall if practicable immediately transfer all his Shares to another Eligible Member in his Medical Practice or remove said person who ceases to be an Eligible Member from the Medical Practice except where in the reasonable opinion of the Directors the default giving rise to the Default Notice is caused by the Member's Medical Practice. Article 36 shall not apply in these circumstances.
- 35.6 If a Member under Default Notice is not yet a Defaulting Member and the Member is either not a Nominee or is not able to transfer his Shares to another person in his organisation:
- 35.6.1 if the Directors determine that there is sufficient time to follow the procedure set out in Article 36 before the Member becomes a Defaulting Member, the Directors shall serve notice on the Member under Default Notice requesting that he or she serves a Transfer Notice pursuant to Article 36.3 within seven (7) days and if the Member under Default Notice fails to do so he or she shall be deemed to have served a Transfer Notice and his Shares shall be offered for sale at nominal value or such other price as the Directors shall in their discretion determine, subject always to the Articles;
- 35.6.2 notwithstanding Article 35.6.1, if the Directors determine at any time that there is insufficient time to follow the Article 36 procedure before the Member under Default Notice becomes a Defaulting Member, the provisions of Article 32.9 shall be deemed to apply.
- 35.7 If the circumstances giving rise to a Default Notice fail or cease to occur or apply as the case may be before a Member under Default Notice transfers their Shares or before their Class A Share is redeemed pursuant to Article 35.9, the Member under Default Notice may serve a request on the Company to cancel the Default Notice and the Directors may, in their discretion, either cancel the Default Notice or confirm that the Default Notice still stands by serving notice on the Member under Default Notice, and such notice shall give reasons for the Directors' decision. If the Directors decide to cancel the Default Notice then the Member may continue to hold their Class A and Class B Shares. Otherwise, the procedure in Article 35.6 shall continue.
- 35.8 If a Member becomes a Defaulting Member:

- 35.8.1 all rights in respect of their Shares shall cease with immediate effect until such time as the Shares are redeemed or transferred to an Eligible Member (if applicable); and
- 35.8.2 the Defaulting Member's Class A Share shall immediately be redeemed by the Company at no more than nominal value and cancelled and the Company and the Defaulting Member shall be deemed to have done everything required so as to redeem such Shares with immediate effect; and
- 35.8.3 the Defaulting Member shall be deemed to have served a Transfer Notice for any Class B Shares held by him. A Transfer Notice deemed to have been served in accordance with this Article 34.8.3 shall take immediate effect and shall not require the notice period set out in Article 38.3. The provisions of Articles 38.6 shall apply.
- 35.9 For the purposes of Article 34.8.2, the Directors shall determine whether there are sufficient distributable profits, having regard to the present and future requirements of the Company, to pay nominal value for the redeemed Class A Share and, if so, as soon as reasonably practicable after issue of the Default Notice, the Company shall pay to the Member under Default Notice the amount payable for his Class A Share and the redeemed Class A Share shall be cancelled. If the Directors determine that there are not sufficient distributable profits to pay nominal value for the Class A Share, the Class A Share shall be redeemed at zero value.
- 35.10 If any redemption may not take place as a matter of law at any time set out above, it shall take place at the earliest available date thereafter.
- 35.11 If a Defaulting Member receives any dividends between the date on which they become or is deemed to become a Defaulting Member and the date on which their Shares are transferred or redeemed, such dividends shall become immediately repayable to the Company as a debt.
- 35.12 If, following the procedure in Article 35.8, it is demonstrated to the Directors' satisfaction that the Member ("Member A") was wrongly classed as a Defaulting Member or has satisfactorily resolved issues which led to their Default Notice, that Member or the Member's Medical Practice (if applicable) may apply to the Directors for a new Class A Share to be allotted to him or to another Eligible Member in his organisation (if applicable) and the Directors shall allot a new Class A Share in accordance with Article 29. The Company or the Member to whom the Class B Shares of Member A were transferred ("Member B") shall immediately transfer the same number of Class B Shares that were transferred to him by Member A to Member B and Member A shall accept a transfer of such

Shares and shall pay Member B a sum equal to the nominal value for each Share transferred.

- 35.13 All Members shall be deemed to appoint the Directors and each of them as his or her attorney to transfer their Shares and to execute all such other documents and to do all such other acts in respect thereof as the Directors think fit in order to avoid a situation arising where any Share is held by a person who is not an Eligible Member (including the power to appoint one or more persons to act as a substitute attorney and to exercise one or more of the powers conferred on the Directors by this power of attorney).
- 35.14 Nothing herein contained shall release the estate of a deceased Member from any liability in respect of any Share held by him.
- 35.15 If there is any dispute as to whether a Member was wrongly classed as a Defaulting Member or a Member under Default Notice, the Member in question or the Company may refer the matter to a legal expert. In the absence of the relevant parties being able to agree on the appointment of a legal expert, the President of the Law Society shall be asked to appoint such expert. The legal expert's decision on the matter and on the allocation between the parties of his costs and expenses in determining the matter shall be final.

## **36 TRANSFER OF SHARES AND PRE-EMPTIVE RIGHTS IN RESPECT THEREOF**

- 36.1 It is hereby acknowledged that Members will have been allotted Shares in the company by virtue of them being a qualifying Medical Practice for the purposes of these Articles, accordingly the provisions of this Article 35, subject to Article 34.8.3, shall apply when a Member who is neither a Member under Default Notice nor a Defaulting Member wishes to exit the Company.
- 36.2 Subject to articles 34 and 35, no Shares in the Company shall be transferred (which expression shall include any disposition of any legal equitable interest in any Share and whether by gift sale mortgage or otherwise) save as for in accordance with the provisions of this Article 36.
- 36.3 Any Member to whom Article 36.1 applies (an "Exiting Member") shall give at least ninety (90) days' notice in Writing (a "Transfer Notice") to the Company.
- 36.4 The Transfer Notice shall be irrevocable except with the sanction of the Directors.
- 36.5 The Transfer Notice shall state/confirm:
- 36.5.1 the reason for the Exiting Members exit;
- 36.5.2 the number of Class A and Class B Shares held by the Exiting Member (Sale Shares); and

- 36.5.3 the price payable for the Sale Shares is no more than their nominal value.
- 36.6 On the before expiry of the ninety (90) notice period:
  - 36.6.1 the Company shall redeem and cancel the Exiting Members Class A Share in accordance with Article 34.8.2;
  - 36.6.2 in the event that the Exiting Member is exiting the Company and retaining its patient list, the Company shall redeem at nominal value and cancel the Exiting Members Class B Shares; or
  - 36.6.3 in the event that the Exiting Member is exiting the Company and their patient list is being dispersed to other Member Practices, the Class B Shares shall be transferred at nominal value to those Members acquiring the Exiting Members patients in such proportions as reflect the adjustment in the B Share Apportionment as a result of the dispersal of patient; or
  - 36.6.4 if the applicable Members decide not to acquire the Class B Shares in accordance with Article 35.6.3, the remaining Class B Shares shall be redeemed and cancelled in accordance with Article 35.6.2.

### **37 PROCEDURE FOR DECLARING DIVIDENDS**

- 37.1 Subject to the Act and the Articles in particular but not limited to Article 36.2, the Directors may decide to declare and pay such dividends to Members as:
  - 37.1.1 appear to the Directors to be justified by the Company's surplus; and
  - 37.1.2 are authorised by an Ordinary Resolution of the Members.
- 37.2 When deciding to declare a dividend the Director shall be required to make a recommendation that a proportion of the dividend shall be allocated and distributed for the benefit of the community and objects served by the Company. No dividend shall be Paid to the Members unless a proportion is distributed for the benefit of the community and objects as identified in this Article 36.2.
- 37.3 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 Article 36.
- 37.4 A dividend must not be declared unless the Directors have made a recommendation as to its amount including the proportion for good causes set out in Article 36.2. Such a dividend must not exceed the amount recommended by the Directors.

- 37.5 No dividend may be declared or Paid unless it is in accordance with Members' respective rights.
- 37.6 Unless the Members' 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 Member's holding of Shares on the date of the resolution or decision to declare or pay it.
- 37.7 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.
- 37.8 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.
- 37.9 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.
- 37.10 The Directors may make recommendations to the Members regarding the donation of a proportion of any dividend declared to a charity or social enterprise.

### **38 PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

- 38.1 Where a dividend or other sum is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means:
- 38.1.1 transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;
- 38.1.2 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 specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide;
- 38.1.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide; or
- 38.1.4 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.

### **39 NO INTEREST ON DISTRIBUTIONS**

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

39.1.1 the terms on which the Share was issued, or

39.1.2 the provisions of another agreement between the Holder of that Share and the Company.

#### **40 UNCLAIMED DISTRIBUTIONS**

40.1 All dividends or other sums which are:

40.1.1 payable in respect of Shares, and

40.1.2 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.

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

40.3 If:

40.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

40.3.2 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.

#### **41 NON-CASH DISTRIBUTIONS**

41.1 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).

41.2 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:

41.2.1 fixing the value of any assets;



- 41.2.2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
- 41.2.3 vesting any assets in trustees.

## **42 WAIVER OF DISTRIBUTIONS**

- 42.1 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 the Share has more than one Holder 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 SURPLUS**

### **43 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

- 43.1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution:
  - 43.1.1 decide to capitalise any surplus 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
  - 43.1.2 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.
- 43.2 Capitalised sums must be applied:
  - 43.2.1 on behalf of the persons entitled; and
  - 43.2.2 in the same proportions as a dividend would have been distributed to them.
- 43.3 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.
- 43.4 A capitalised sum which was appropriated from surplus 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.
- 43.5 Subject to the Articles the Directors may:

- 43.5.1 apply capitalised sums in accordance with Article 43.3 and 43.4 partly in one way and partly in another;
- 43.5.2 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
- 43.5.3 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.

## **PART 4 DECISION-MAKING BY MEMBERS**

### **ORGANISATION OF GENERAL MEETINGS**

#### **44 FREQUENCY OF GENERAL MEETINGS**

The Company shall hold at least one general meeting per annum.

#### **45 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

45.1 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.

45.2 A person is able to exercise the right to vote at a general meeting when;

45.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

45.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

45.3 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.

45.4 In determining attendance at a general meeting, it is immaterial whether any two (2) or more members attending it are in the same place as each other.

45.5 Two (2) 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.

#### **46 QUORUM FOR GENERAL MEETINGS**

46.1 The quorum for general meetings shall be not less than Eighteen (18) Members.

46.2 No business other than the appointment of the Chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **47 CHAIRING GENERAL MEETINGS**

- 47.1 If the Company has appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.
- 47.2 If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:
- 47.2.1 the Directors present, or
- 47.2.2 (if no Directors are present), the meeting,
- must appoint a Director or Member to chair the meeting, and the appointment of the Chairperson of the meeting must be the first business of the meeting.
- 47.3 The person chairing a meeting in accordance with this Article is referred to as "the Chairperson of the meeting".

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

- 48.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 48.2 The Chairperson of the meeting may permit other persons who are not:
- 48.2.1 Members of the Company, or
- 48.2.2 otherwise entitled to exercise the rights of Members in relation to general meetings,
- to attend and speak at a general meeting.

## **49 ADJOURNMENT**

- 49.1 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 Chairperson of the meeting must adjourn it.
- 49.2 The Chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- 49.2.1 the meeting consents to an adjournment, or
- 49.2.2 it appears to the Chairperson 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.

- 49.3 The Chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 49.4 When adjourning a general meeting, the Chairperson of the meeting must:
- 49.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
  - 49.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 49.5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 49.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 49.5.2 containing the same information which such notice is required to contain.
- 49.6 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**

### **50 VOTING: GENERAL**

- 50.1 A resolution put to the vote of a general meeting must be decided on a show of hands, taking into consideration the number of votes each Member has conferred upon them by virtue of their shareholding.
- 50.2 A person who is not a Member shall not have a vote at a general meeting; 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.

### **51 ERRORS AND DISPUTES**

- 51.1 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.

- 51.2 Any such objection must be referred to the Chairperson of the meeting, whose decision is final.

## **52 CONTENT OF PROXY NOTICES**

- 52.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- 52.1.1 states the name and address of the Member appointing the proxy;
  - 52.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 52.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - 52.1.4 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.
- 52.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 52.3 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.
- 52.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 52.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 52.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **53 DELIVERY OF PROXY NOTICES**

- 53.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 53.2 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.

- 53.3 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.
- 53.4 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 appointer's behalf.

## **54 AMENDMENTS TO RESOLUTIONS**

- 54.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:
- 54.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the Chairperson of the meeting may determine), and
  - 54.1.2 the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.
- 54.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- 54.2.1 the Chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 54.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 54.3 If the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

## **55 WRITTEN RESOLUTIONS**

The Members or a class of Members may, subject to section 288(2) of the Act, decide any matter required to be decided by them by written resolution in accordance with sections 288 to 300 of the Act.

## **PART 5 ADMINISTRATIVE ARRANGEMENTS**

### **56 MEANS OF COMMUNICATION TO BE USED**

- 56.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 56.2 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.
- 56.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight (48) hours.

### **57 COMPANY SEALS**

- 57.1 Any common seal may only be used by the authority of the Directors.
- 57.2 The Directors may decide by what means and in what form any common seal is to be used.
- 57.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a Document, the Document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 57.4 For the purposes of this Article, an authorised person is:
- 57.4.1 any Director of the Company;
  - 57.4.2 the Company secretary (if any); or
  - 57.4.3 any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

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

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.



## **59 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

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

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **60 INDEMNITY**

60.1 Subject to Article 61.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

60.1.1 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,

60.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

60.1.3 any other liability incurred by that Director as an officer of the Company or an associated Company.

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

60.3 In this Article:

60.3.1 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate, and

60.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

### **61 INSURANCE**

61.1 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.

61.2 In this Article:

- 61.2.1 a "relevant Director" means any Director or former Director of the Company or an associated Company,
- 61.2.2 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
- 61.2.3 companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate.

**Schedule 1: Boroughs, Localities and Member Practices**

Borough	Primary Care Network	Member Practices	
Calibre	Central	Alwoodley Medical Centre	North Leeds Medical Centre
		Rutland Lodge Medical Practice	Oakwood Lane Medical Centre
		The Avenue Surgery	Meanwood Group Practice
		Shadwell Medical Centre	Foundry Lane Surgery
		Street Lane Practice	
		Oakwood Surgery	
	Chapelton	The Light	Chapelton Family Surgery
		Newton Surgery	St Martins Practice
		Westfield Surgery	Woodhouse Surgery

		<b>Allerton Medical Centre</b>	
	<b>Otley</b>	<b>Westgate Surgery</b>	<b>Chevin Medical Practice</b>
		<b>Aireborough Family Practice</b>	
	<b>Seacroft</b>	<b>The Grange Medical Centre</b>	<b>Park Edge Practice</b>
		<b>Dr Laybourn &amp; Partners – The Medical Centre</b>	<b>Windmill Health Centre</b>
		<b>The Grange – Colton Mill</b>	
	<b>Wetherby</b>	<b>Bramham Medical Centre</b>	<b>Church View Surgery</b>
		<b>Crossley Street Surgery</b>	<b>The Spa Surgery</b>
		<b>Wetherby Surgery</b>	

<b>South &amp; East Leeds</b>	<b>LS8</b>	<b>Ashton View</b>	<b>Conway Medical Centre</b>
		<b>Roundhay Road Surgery</b>	<b>The Practice at Harehills Corner</b>
	<b>Beeston</b>	<b>City View Medical Practice</b>	<b>Oakley Medical Practice</b>
		<b>Leeds City Medical Practice</b>	<b>Crosslands Surgery</b>
		<b>Parkside Surgery</b>	<b>Shafton Lane Medical Centre</b>
		<b>Beeston Village Medical Centre</b>	<b>Cottingley Surgery</b>
	<b>Middleton</b>	<b>The Grange Medical Centre</b>	<b>The Whitfield Practice</b>
		<b>Lingwell Croft Surgery</b>	<b>Arthington Medical Centre</b>
		<b>Drs Khan &amp; Muneer</b>	<b>Church Street Surgery</b>

	<b>Crossgates</b>	<b>Ashfield Medical Centre</b>	<b>Halton Medical Centre</b>
		<b>The Family Doctors</b>	<b>Manston Surgery – Crossgates</b>
		<b>Manston Surgery – Scholes</b>	<b>Shaftsbury Medical Centre</b>
		<b>Colton Mill Medical Centre</b>	<b>Elmwood Surgery</b>
	<b>Harehills</b>	<b>East Park Medical Centre</b>	<b>Rookwood Avenue Surgery</b>
		<b>Shaftsbury Medical Centre</b>	<b>Bellbrooke Surgery</b>
		<b>The Garden Surgery</b>	<b>Lincoln Green Medical Practice</b>
		<b>Shakespeare Medical Practice</b>	<b>York Street</b>
		<b>Milan Street Surgery</b>	
	<b>Garforth</b>	<b>Gibson Lane Practice</b>	<b>Kippax Hall Surgery</b>
		<b>Garforth Medical Centre</b>	<b>Radshan Medical Centre</b>

		<b>Moorfield House</b>	
	<b>Rothwell</b>	<b>The Grange Medicare – New Cross Surgery</b>	<b>Lofthouse Surgery</b>
		<b>Oulton Medical Centre</b>	<b>Grange Medicare - Swillington</b>
<b>Leeds West</b>	<b>Aire Valley</b>	<b>Guiseley and Yeadon Medical Practice</b>	<b>Menston and Guiseley Medical Practice</b>
		<b>Rawdon Surgery</b>	<b>Yeadon Tarn Medical Centre</b>
	<b>Armley</b>	<b>Armley Medical Centre</b>	<b>Hawthorn Surgery</b>
		<b>Thornton Medical Centre</b>	<b>Priory View Medical Centre</b>
		<b>Whitehall Surgery</b>	
	<b>Bramley</b>	<b>Manor Park Surgery</b>	<b>The Beech Tree Medical Practice</b>

		<b>The Highfield Medical Centre</b>	<b>Robin Lane Health and Wellbeing Centre</b>
	<b>Holt Park</b>	<b>Fieldhead Surgery</b>	<b>High Field Surgery</b>
		<b>Ireland Wood and Horsforth Surgery</b>	
	<b>Morley</b>	<b>Drighlington Medical Centre</b>	<b>Fountain Medical Centre</b>
		<b>Gildersome Health Centre</b>	<b>Leigh View Medical Centre</b>
		<b>Morley Health Centre</b>	<b>South Queen Street Medical Centre</b>
		<b>Windsor House Group Practice</b>	
	<b>Pudsey</b>	<b>Hillfoot Surgery</b>	<b>Pudsey Health Centre</b>
		<b>Sunfield Medical Centre</b>	<b>The Gables Surgery</b>



		<b>West Lodge Surgery</b>	
	<b>Woodsley</b>	<b>Craven Road Medical Practice</b>	<b>Burton Croft Surgery</b>
		<b>Vesper Road Surgery</b>	<b>Abbey Grange Medical Centre</b>
		<b>Kirkstall Lane Medical Centre</b>	<b>Laurel Bank Surgery</b>
		<b>Burley Park Medical Centre</b>	<b>Hyde Park Surgery</b>
	<b>Student Primary Care Network</b>	<b>Leeds Student Medical Practice</b>	