

Registered Number:

*Healthwatch Shropshire
Memorandum and Articles of Association*

Registered Number:08415314

Articles of Association

of

HEALTHWATCH SHROPSHIRE

amended by written special resolution on 11 March 2013

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

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Ref: EET

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

HEALTHWATCH SHROPSHIRE

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

“the Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
“Area of Benefit”	means the ceremonial county of Shropshire and its immediate surrounding area
“Associate Member”	an individual or organisation admitted under and in accordance with Article 10
“the Articles”	means these Articles of Association of the Company
“the Board”	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
“Chair”	means (subject to the context) either the person elected as chair of the Company under Article 28 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“Charity Commission”	means the Charity Commission for England and Wales
“Clear Days”	in relation to a period of notice 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

“Committee”	means a committee of the Board exercising powers delegated to it by the Board
“Companies House”	means the office of the Registrar of Companies
“the Company”	means the company intended to be regulated by the Articles
“Company Member”	means a member for the time being of the Company who is admitted under Article 6
“Director”	means any director of the Company who is appointed under Article 20
“General Meeting”	means a meeting of Company Members
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“the Memorandum”	means the Memorandum of Association of the Company
“the Objects”	means the objects of the Company set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 30 at a Board Meeting
“Registered Office”	means the registered office of the Company
“Secretary”	means the secretary of the Company including a joint, assistant or deputy secretary
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Company under Article 28
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and

directions made or given under it;

1.2.5 references to articles are to those within the Articles; and

1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

2 NAME

The name of the Company is Healthwatch Shropshire.

3 OBJECTS

3.1 The Company's Objects are for the public benefit the advancement of health and the relief of those in need by reason of youth, age, ill-health, disability or financial hardship in the Area of Benefit by:

3.1.1 providing information and advice to the general public about local health and social care services;

3.1.2 making the views and experiences of members of the general public known to health and social care providers;

3.1.3 enabling local people to have a voice in the development, delivery and equality of access to local health and care services and facilities; and

3.1.4 providing training and the development of skills for volunteers and the wider community in understanding, scrutinizing, reviewing and monitoring local health and care services and facilities.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);
- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

Borrowing

- 4.7 to borrow and give security for loans;

Grants and Loans

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions;

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;
- 4.12 to promote or carry out research and publish the results of it;

Contracts

- 4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

- 4.15 to:-
 - 4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

Insurance

4.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

4.19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

Other Organisations

4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;

4.22 to amalgamate with any charity which has objects similar to the Objects;

4.23 to undertake and execute any charitable trusts;

4.24 to affiliate, register, subscribe to or join any organisation;

4.25 to act as agent or trustee for any organisation;

Reserves

4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

General

4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

5.2 Benefits to Members

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:-

Interest and Rent

5.2.1 reasonable and proper interest on money lent by any Company Member to the Company;

5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

Supply of Goods or Services

5.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

5.2.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

5.2.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

5.3 Benefits to Directors

Notwithstanding Article 5.1, the Company may make the following payments or

grant the following benefits to Directors:-

Out of pocket expenses

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 5.3.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Article 4.19;

Fees to companies in which Directors have negligible interests

- 5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

- 5.3.6 reasonable and proper interest on money lent by any Director to the Company;
- 5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company;

Beneficiaries

- 5.3.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries.

Employment/Supply of Goods and Services

- 5.3.9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that:-
 - 5.3.9.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;
 - 5.3.9.2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit

upon him and/or any other matter relating to payment or the conferring any benefit to him;

- 5.3.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;
- 5.3.9.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing or contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);
- 5.3.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and
- 5.3.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.3.9.

The employment or remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

Exceptional Circumstances

- 5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.
- 5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company
- 5.4.1 holds more than 50% of the shares; or
 - 5.4.2 controls more than 50% of the voting rights attached to the shares; or
 - 5.4.3 has the right to appoint one or more directors to its board.
- 5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

5.6 Amendments

This Article may not be amended without the prior written consent of the Charity Commission.

PART B. MEMBERSHIP

6 COMPANY MEMBERS

6.1 The Company Members are:-

6.1.1 the subscribers to the Memorandum; and

6.1.2 subject to Article 7.1 others admitted to membership of the Company by the Company Members under the Articles.

7 ADMISSION OF COMPANY MEMBERS

7.1 A person may not be admitted as a Company Member:-

7.1.1 unless he has signed a written application to become a Company Member in such form as the Board reasonably requires;

7.1.2 in the case of an individual unless he is aged 18 or over; or

7.1.3 if he would immediately cease to be a Company Member under the Articles.

7.2 Company membership is personal and not transferable.

8 TERMINATION OF COMPANY MEMBERSHIP

A person will cease to be a Company Member:-

8.1 on delivering written notice of resignation to the Registered Office;

8.2 in the case of an individual he dies;

8.3 in the case of an organisation it ceases to exist; or

8.4 in the case of there being more than one Company Member all the Company Members (excluding any to whom the resolution applies) vote in favour of the termination of his membership

9 LIABILITY OF COMPANY MEMBERS

9.1 The liability of the Company Members is limited.

9.2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:

9.2.1 winding up the Company;

9.2.2 the payment of the debts and the payment of the costs, charges and

expenses of liabilities incurred whilst the contributor was a Company Member; and

9.2.3 the adjustment of the rights of the contributories among themselves.

10 ASSOCIATE MEMBERS

- 10.1 The Board may admit individuals or organisations as non-voting Associate Members.
- 10.2 The Board may determine the rights and obligations of Associate Members, conditions for admission as an Associate Member, conditions for ceasing to be an Associate Member and any other matters in relation to or affecting Associate Members.
- 10.3 Associate Members are not members for any purposes under the Acts and the Charities Act 2011 and are not Company Members. Any reference in these Articles to “members”, “membership”, “Company Member” or “Company Membership” does not include or apply to Associate Members.

PART C. GENERAL MEETINGS

11 GENERAL MEETINGS

- 11.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 12.
- 10.2 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting.

12 NOTICE OF GENERAL MEETINGS

- 12.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 12.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 12.3 The notice must specify:-
- 12.3.1 the time, date and place of the General Meeting;
 - 12.3.2 the general nature of the business to be transacted; and
 - 12.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 12.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 12.5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
- 12.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

13 QUORUM

- 13.1 No business may be transacted at a General Meeting unless a quorum is present.
- 13.2 The quorum for General Meetings is one of the Company Members for the time being present in person or by proxy.
- 13.3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 13.4 If a quorum is not present within 15 minutes from the time of the General Meeting or

a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

- 13.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 13.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

14 CHAIR AT GENERAL MEETINGS

- 14.1 The Chair is to chair General Meetings.
- 14.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 14.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

15 ADJOURNMENT OF GENERAL MEETINGS

- 15.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 15.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 15.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 15.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 15.1 or 15.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 15.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

16 VOTING AT GENERAL MEETINGS

- 16.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 16.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 16.3 A Company Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated

by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings.

- 16.4 A person authorised under Article 16.3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Company Member.
- 16.5 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 16.6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 16.7 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

17 BALLOTS

- 17.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 17.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 17.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 17.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 17.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 17.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

18 PROXIES

- 18.1 A Company Member may validly appoint a proxy by notice in writing which
 - 18.1.1 states the name and address of the member appointing the proxy;
 - 18.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;

- 18.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 18.1.4 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.
- 18.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 18.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 18.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 18.5 No document appointing a proxy will be valid for more than 12 months.
- 18.6 A vote given or ballot demanded by proxy is to be valid despite:-
 - 18.6.1 the revocation of the proxy; or
 - 18.6.2 the death or insanity of the principalunless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 18.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

19 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 19.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
 - 19.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;
 - 19.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution; and
 - 19.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 19.2 A resolution under Article 19.1 may consist of several documents in similar form

each approved by one or more Company Members.

- 19.3 In the case of a Company Member that is an organisation, its authorised representative may signify its agreement.

PART D. DIRECTORS

20 APPOINTMENT OF DIRECTORS

20.1 The first Directors of the Company are those notified to Companies House on incorporation on Companies House form IN01.

20.2 In relation to the subsequent appointment of Directors and subject to Articles 20.3 to 20.5 and Article 20.7, the Board shall be appointed by the Board of The Community Council of Shropshire (company number 04652487, registered charity number 1096779).

20.3

20.3.1 The maximum number of Directors is twelve and save in respect of the first appointed Directors, no more than two Directors, at any one time, may be:-

- a director of; or
- a dependant relative or the spouse of a director of; or
- a person living as a partner with a director of

The Community Council of Shropshire.

20.3.2 No Director may be a councillor of Shropshire Council or employed in a senior position by a commissioner of health or social care services in Shropshire.

20.3.3 All Directors must live or work in the Area of Benefit or be registered with a General Practitioner who practises in the Area of Benefit.

20.4 The Community Council of Shropshire may appoint two people as Directors without complying with the nomination process in Article 20.5 and if any of the people so appointed cease to be a Director for what ever reason The Community Council of Shropshire may appoint people as Directors in substitution for them.

20.5 All Directors, except the first appointed Directors and any Director appointed under Article 20.4, must first be nominated either by the Associate Members or by the Board. The procedure for nomination will be established, from time to time, by the Board and must ensure that opportunity is given to both the Associate Members and to the Board to nominate people to be Directors. Following nomination the decision whether to appoint any of the nominees as Directors rests with the Board of The Community Council of Shropshire.

20.6 The Community Council of Shropshire may remove any Director whom it has appointed under Article 20.4.

20.7 The appointment of Directors is to take effect when The Community Council of Shropshire delivers written notice of appointment addressed to the Company to:-

- 20.7.1 the Registered Office; or
- 20.7.2 a Board meeting; or
- 20.7.3 the Secretary (if any) in person.

- 20.8 The term of office for a Director shall be 3 years unless the Board of The Community Council of Shropshire specifies an alternative term of office at the time a Director is appointed. At the conclusion of his term of office a Director who is willing to continue in office may be re-appointed for a further term provided that such appointment is in accordance with the processes set out in this Article 20 .

21 OBLIGATIONS OF DIRECTORS

- 21.1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.
- 21.2 The statement of the obligations of the Directors to the Company must include:-
- 21.2.1 a commitment to its values and objectives including equal opportunities;
 - 21.2.2 an obligation to contribute to and share responsibility for the Board's decisions;
 - 21.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
 - 21.2.4 an obligation to declare relevant interests;
 - 21.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
 - 21.2.6 an obligation to comply with the Nolan Principles of standards in public life;
 - 21.2.7 an obligation to comply with statutory and fiduciary duties, including:-
 - 21.2.7.1 to act in the best interests of the Company;
 - 21.2.7.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;
 - 21.2.7.3 to secure the proper and effective use of the Company's property;
 - 21.2.7.4 to act personally;
 - 21.2.7.5 to act within the scope of any authority given;
 - 21.2.7.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and
 - 21.2.7.7 to act in accordance with the Articles; and
 - 21.2.8 a reference to obligations under the general law.
- 21.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment.

22 RETIREMENT AND REMOVAL OF DIRECTORS

22.1 A Director will cease to hold office if:-

22.1.1 he dies;

22.1.2 he ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 2011;

22.1.3 he becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

22.1.4 he is declared bankrupt or makes any arrangement or composition with his creditors;

22.1.5 his term of office comes to an end and he is not re-appointed in accordance with Article 20;

22.1.6 he is removed under Article 20.6;

22.1.7 he is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;

22.1.8 he resigns by written notice to the Company at the Registered Office;

22.1.9 he is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director; or

22.1.10 he fails to sign a statement of his obligations under Article 21 within one month of his appointment and the Board resolves that he be removed.

22.2 The removal of a Director by The Community Council of Shropshire under Article 22.1.6 is to take effect when The Community Council of Shropshire delivers written notice of removal addressed to the Company to:-

1.1.1 the Registered Office; or

1.1.2 a Board meeting; or

1.1.3 (if any) the Secretary in person.

23 CONFLICTS OF INTEREST

23.1 **Declaration of interests**

23.1.1 If a Director is in any way, directly or indirectly, interested in a proposed

transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.

- 23.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 23.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 23.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.
- 23.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware.
- 23.1.6 A Director need not declare an interest:-
 - 23.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
 - 23.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

23.2 Authorisation of direct conflicts of interests

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

23.3 Authorisation of indirect conflicts of interest

- 23.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-
 - 23.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and
 - 23.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.
- 23.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

PART E. BOARD MEETINGS

24 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 24.1 defining and ensuring compliance with the values and objectives of the Company;
- 24.2 establishing policies and plans to achieve those objectives;
- 24.3 approving each year's budget and accounts before publication;
- 24.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 29) and employees with proper systems of control;
- 24.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 24.6 appointing (and if necessary removing) employees;
- 24.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 24.8 ensuring that appropriate advice is taken on the items listed in Articles 24.1 to 24.7 and in particular on matters of legal compliance and financial viability.

25 POWERS OF THE BOARD

- 25.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 25.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

26 BOARD MEETINGS

- 26.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 26.2 Board Meetings may be called by any Director or the Secretary (if appointed).
- 26.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 26.4 A Board Meeting which is called on shorter notice than required under Article 26.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.

- 26.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 26.6, each Director is to have one vote.
- 26.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 26.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

27 QUORUM FOR BOARD MEETINGS

- 27.1 The quorum for Board Meetings is 3 of the Directors for the time being.
- 27.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 27.3 The Board may act despite vacancies in its number but not if the number of Directors is less than 3 save to resolve to ask The Community Council of Shropshire to appoint Directors in accordance with Article 20.
- 27.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-
 - 27.4.1 adjourn it to such other time and place as they decide; or
 - 27.4.2 call a General Meeting.
- 27.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

28 CHAIR AND VICE-CHAIR

- 28.1 The Company must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 28.2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 28.3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 28.1.
- 28.4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.

- 28.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.
- 28.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so.
- 28.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 28.8 The functions of the Chair are:-
- 28.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
 - 28.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 28.8.3 to give all Directors an opportunity to express their views;
 - 28.8.4 to establish a constructive working relationship with and to provide support for the employees;
 - 28.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 28.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
 - 28.8.7 to ensure that the Board monitors the use of delegated powers; and
 - 28.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 28.9 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

29 COMMITTEES AND WORKING PARTIES

- 29.1 The Board may:-
- 29.1.1 establish Committees consisting of those persons whom the Board decide;
 - 29.1.2 delegate to a Committee any of its powers; and
 - 29.1.3 revoke a delegation at any time.
- 29.2 The Board may establish Working Parties consisting of those persons whom the

Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

- 29.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 29.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.
- 29.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 29.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 29.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

30 OBSERVERS

- 30.1 Subject to Article 30.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 30.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 30.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 30.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

31 DIRECTORS' WRITTEN RESOLUTIONS

- 31.1 A written resolution approved by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 31.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 31.3 A resolution under Articles 31.1 or 31.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

32 THE SECRETARY

- 32.1 The Board may decide whether or not a Secretary is appointed.
- 32.2 Where appointed, a Secretary may be removed by the Board at any time.
- 32.3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity unless authorised in accordance with Article 5.3.

33 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 33.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 33.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 33.3, the Company may indemnify any Director against any liability incurred by him in his capacity as such.
- 33.3 The indemnity provided to a Director in accordance with Article 33.2 may not include any indemnity against liability:-
 - 33.3.1 to the Company or a company associated with it;
 - 33.3.2 for fines or penalties; or
 - 33.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 33.4 The indemnity provided to a Director in accordance with Article 33.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 33.5 In respect to its auditor the Company may:-
 - 33.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 33.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

34 MINUTES

- 34.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 34.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 34.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 34.4 The Board must keep minutes of all of the appointments made by the Board.

35 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 35.1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 2011 in:-
 - 35.1.1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission; and
 - 35.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 35.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 35.3 The annual Directors' report and accounts must contain:-
 - 35.3.1 revenue accounts and balance sheet for the last accounting period;
 - 35.3.2 the auditor's report on those accounts (if applicable); and
 - 35.3.3 the Board's report on the affairs of the Company.
- 35.4 The accounting records of the Company must always be open to inspection by a Director.

36 BANK AND BUILDING SOCIETY ACCOUNTS

- 36.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 36.2 A cheque or order for the payment of money must be signed in accordance with the

Board's instructions.

37 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 37.1 two Directors;
- 37.2 one Director and the Secretary (where appointed); or
- 37.3 one Director in the presence of a witness who attests the Director's signature.

38 NOTICES

- 38.1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings.
- 38.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 38.3 The Company may give a notice to a Company Member, Director or auditor either:
 - 38.3.1 personally;
 - 38.3.2 by sending it by post in a prepaid envelope;
 - 38.3.3 by facsimile transmission;
 - 38.3.4 by leaving it at his address; or
 - 38.3.5 by email.
- 38.4 Notices under Article 38.3.2 to 38.3.5 may be sent:-
 - 38.4.1 to an address in the United Kingdom which that person has given the Company;
 - 38.4.2 to the last known home or business address of the person to be served; or
 - 38.4.3 to that person's address in the Company's register of members.
- 38.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 38.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 38.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence

that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

38.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.

38.9 The Board may make standing orders to define other acceptable methods of delivering notices.

39 STANDING ORDERS

39.1 Subject to Article 39.4;

39.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and

39.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

39.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.

39.3 Standing orders are binding on all Company Members and Directors.

39.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

40 LIABILITY OF THE COMMUNITY COUNCIL OF SHROPSHIRE

The Board and the Company shall not, except with the prior written consent of The Community Council of Shropshire, or where expressly provided for in the Company's annual business plan and / or budget (such business plan and / or budget having received the prior written approval of The Community Council of Shropshire) enter into any arrangement, contract or transaction which would increase the liability of The Community Council of Shropshire to a third party under any guarantee, indemnity or similar arrangement given by The Community Council of Shropshire.

41 WINDING UP

41.1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

41.1.1 directly for the Objects; or

41.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

41.1.3 to any charity for use for particular purposes that fall within the Objects.

41.2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for

them, shall on dissolution of the Company be applied or transferred:

- 41.2.1 directly for the Objects; or
 - 41.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 41.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 41.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members (except to a Company Member that is itself a charity) and if no resolution is passed by the Company Members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission.