
ARTICLES OF ASSOCIATION

NCHA LIMITED (company number 06642621)

adopted by special resolution on 16th September 2015

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
NCHA LIMITED

1 INTERPRETATION

1.1 In these Articles:-

“the Act”	means the Companies Act 2006;
“the Annual Declaration”	means the renewal declaration form that Members must complete annually in the form set out in Schedule One;
“the Articles”	means these articles of association of the Company as amended from time to time;
“Associate Members”	means those persons or entities who are members of the Company from time to time who have an interest in but who do not deliver Homecare and can attend General Meetings and annual General Meetings but have no voting rights;
“the Board”	means the Directors and Board Representative(s) of the Company from time to time;
“Board Representative(s)”	means those persons or entities who are entitled to receive notice of, attend and vote at every Board meeting, General Meetings and annual General Meeting;
“Chairman”	means such person as is appointed chairman of the Board from time to time;
“Clear Days”	in relation to the period of a 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;
“the Company”	means the company intended to be regulated by these articles;
“CQC”	means the Care Quality Commission;
“Directors”	means the directors (or those persons or entities accustomed to act as directors) of the Company from time to time;
“General Meetings”	means a meeting of Members;
“GPhC”	means General Pharmaceutical Council;
“Group”	means in relation to any body corporate, any Holding Company or Subsidiary Undertaking of such body corporate or any subsidiary undertaking of a Holding Company of such body corporate;
“Holding Company”	means a holding company within the meaning ascribed to such expression by section 1159 of the Act;
“Homecare”	the provision of medical supplies and/or clinical services directly to patients in the community;

“Insolvent”	<p>means:-</p> <ol style="list-style-type: none"> 1. the appointment of a receiver, receiver and manager or administrative receiver in respect of the Member or in respect of the whole or any part of the assets or undertaking of the Member; or 2. the making of an administration order, the presentation of a petition or application for such an order, the filing of any documents with the court for the appointment of an administrator in respect of the Member or the giving of notice of intention to appoint an administrator in respect of the Member; or 3. the convening of a meeting at which a resolution is to be proposed, the passing of a resolution, the presentation of a petition or the making of an order the winding up of the Member, or the appointment of a provisional liquidator to the Member; or 4. the proposal or approval of a voluntary arrangement under section 1 of the Insolvency Act 1986 in respect of the Member, or the taking of any steps to obtain a moratorium under Schedule A1 of the Insolvency Act in respect of the Member; or 5. the convening of a meeting to approve a compromise or scheme of arrangement under section 425 of the Companies Act 1985 or under Part 26 of the Act or the agreement to or sanctioning by the Member of any such compromise or scheme; or 6. the inability of the Member to pay its debts as and when they fall due;
“ISO”	means the International Organisation for Standardisation
“ISO 9001”	means the standard that provides a set of standardised requirements for a quality management system;
“Members”	means the Voting Members, Associate Members and Probationary Members;
“Membership fee”	means the annual fee set by the Board from time to time for Voting Members, Associate Members and Probationary Members respectively;
“MHRA”	means the Medicines and Healthcare products Regulatory Agency;
“NHSCR”	means the National Health Service (Complaints) Regulation 2004 (Statutory Instrument 2004 No. 1768) as amended;
“Probationary Members”	means those persons or entities who are members of the Company for an initial 12 months from time to time but who do not meet the criteria for Voting Members but who can receive notice of and attend Board Meetings, General Meetings and annual General Meetings but

	have no voting rights;
“Secretary”	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
“Standards”	means the standards from time to time set by the Board which each Member of the Company is required to uphold;
“Subsidiary Undertaking”	means a subsidiary undertaking within the meaning ascribed to such expression by section 1162 of the Act;
“Treasurer”	means the treasurer of the Company from time to time;
“Vice Chairman”	means such person as is appointed vice chairman of the Board from time to time;
“Voting Members”	means those persons or entities who are members of the Company from time to time and who can receive notice of, attend and vote at annual General Meetings and General Meetings.

A reference to any statute or statutory provision in these Articles shall be construed as references to that statute or statutory provision as from time to time amended, extended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of these Articles) from time to time.

- 1.2 References to CQC, GPhC and MHRA shall also include:-
- 1.2.1 such successor body which carries out the same functions;
 - 1.2.2 such successor body with the closest proximity; or
 - 1.2.3 any devolved region of the United Kingdom;
- as determined by the Directors exercising their absolute discretion.
- 1.3 The term “Article” shall be deemed to include a reference to an Article within an Article.
- 1.4 Words and phrases used in these Articles the definition of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of these Articles.
- 1.5 In these Articles, words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and references to persons shall be construed so as to include any individual, firm, company, joint venture, association or partnership (whether or not having separate legal personality).
- 1.6 The headings to the Clauses in these Articles are inserted for ease of reference only and shall not affect its interpretation or construction.

2 APPLICATION FOR MEMBERSHIP

- 2.1 The subscribers on incorporation of the Company and such other persons or organisations as are admitted to membership upon a resolution of the Board and in accordance with any rules made under Article 23.1 shall be Members of the Company.

- 2.2 Following receipt of an application from any person or organisation wishing to be admitted as a member of the Company, the Board shall consider that application at the next Board meeting following receipt of the proposal.
- 2.3 Applications for membership should be made in the name of the principal legal entity responsible for the trading business.
- 2.4 Where there is an application from more than one principal legal entity within the same Group, membership of those legal entities is permitted, provided that all principal legal entities within the same Group from time to time accepted as Voting Members will only be entitled to one vote and count as one Member in the quorum at annual general meetings, and/or General Meetings and/or Board meetings. The Holding Company of the Group must provide the Company with a list of voting priorities which it shall provide within the Annual Declaration or by notice to the Company within 14 days after the occasion of any change in the identity of the principal legal entities in the Group which are Members of the Company. This list will establish which principal legal entity within the Group is entitled to vote depending upon which Voting Members of the Group are in attendance at an annual general meeting, General Meeting and/or a Board meeting. Failure to provide a list of voting priorities will result in no Voting Member of the Group being able to vote or to be counted in the quorum.
- 2.5 No person or organisation shall be admitted as a Voting Member unless the application is approved by the Board in accordance with Article 2.2 and is satisfied the following conditions are met:-
 - 2.5.1 Homecare is a significant part of the applicant's business;
 - 2.5.2 the applicant complies with the relevant statutory requirements required by the sector in which the applicant's services operate (as determined by the Directors), which must be at least one of the following:-
 - 2.5.2.1 a MHRA wholesaler dealer's licence, where wholesaling is carried out by the applicant;
 - 2.5.2.2 a MHRA specials manufacturing licence, where aseptic compounding is carried out by the applicant;
 - 2.5.2.3 be registered as a nurses' agency with the CQC, if nursing services are provided by the applicant; or
 - 2.5.2.4 be registered as a pharmacy with the GPhC, if medication is provided by the applicant.
 - 2.5.3 the applicant is and has at all times been notified with the Information Commissioner under the Data Protection Act 1998;
 - 2.5.4 the applicant is and has at all times been adequately covered against public liability with a well established and reputable insurer;
 - 2.5.5 the applicant demonstrates a comprehensive internal quality management system including a robust system for managing incidents and complaints which adheres with the NHSCR and is evidenced through either:-
 - 2.5.5.1 ISO 9001; or
 - 2.5.5.2 recognised equivalent accreditation; and
 - 2.5.6 the applicant must hold at least one NHS contract (excluding the standard pharmacy contract) which has a contractual term of at least 12 months.
- 2.6 If the applicant does not meet the conditions set out in Articles 2.5.1 – 2.5.6, but the applicant has an interest in Homecare then the Board shall admit the person or organisation as an Associate Member.

- 2.7 If the applicant meets the conditions set out in Articles 2.5.1 – 2.5.5 but not necessarily Article 2.5.6 then the Board shall admit the person or organisation as a Probationary Member for an initial 12 month period.
- 2.8 The Board shall have sole discretion to determine what constitutes significant for the purposes of Article 2.5.1.
- 2.9 Each applicant whose application for membership is approved by the Board in accordance with Article 2.2 shall pay the Membership Fee (or a pro rata apportionment of the Membership Fee if the applicant is joining part way through a calendar year) to the Company within twenty eight days of the invoice date.
- 2.10 The Member will be invoiced for the Membership Fee annually and must pay this to the Company within twenty eight days of the invoice date. This should be sent to the Company along with a completed Annual Declaration before membership is accepted or renewed.

3 RESIGNATION OF MEMBERS

- 3.1 Unless the Board in General Meeting shall make other provision under Article 23.1 the Board may in their absolute discretion permit any Member of the Company to retire on giving three months' notice in writing to the Chairman or Secretary of the Company provided that such retiring Member has paid all money due from it to the Company, and provided that after such retirement the number of Members is not less than two. For the avoidance of doubt if a Member retires during a calendar year it shall not be entitled to any refund of the Membership Fee notwithstanding that it is not a Member for the full calendar year.

4 EXPULSION OF MEMBERS

- 4.1 If at any time a Member is guilty of, or accused of, conduct which might reasonably be determined by the Board as bringing the Company into disrepute including (without limitation):-
 - 4.1.1 dishonesty;
 - 4.1.2 deception;
 - 4.1.3 fraud;
 - 4.1.4 unprofessional conduct; or
 - 4.1.5 breach of rules and regulations of the Company including any code of practice, rules or bye-laws adopted by the Company from time to time;
the Board shall be entitled to:-
 - 4.1.6 invite that Member (who shall be entitled to be accompanied by a representative) to a meeting of the Board to discuss the matter complained of. The Member shall be given details of the complaint before the meeting;
 - 4.1.7 the Board may either investigate the matter itself or refer the matter to a sub-committee and, if it deems appropriate, the sub-committee may, after investigation into the matter, recommend that the Board suspend the Member for up to three months; and
 - 4.1.8 during the period of suspension, investigate the matter unhindered by the Member and collate information which provides evidence that there is either no case to answer and no further action should be taken or that the Member should be expelled. This evidence shall be presented to the Board who shall have the final decision.
- 4.2 If at any time a Member:

- 4.2.1 has failed to pay any monies owing by it to the Company within twenty eight days of being requested in writing to do so by the Treasurer; or
- 4.2.2 has failed to comply with Article 2.10 and provide the Company with the Annual Declaration; or
- 4.2.3 is in serious or repeated breach of any of the Standards; or
- 4.2.4 does not satisfy all the relevant criteria in Article 2.5; or
- 4.2.5 is Insolvent; or
- 4.2.6 ceases to trade for whatever reason;

the Board (or any relevant sub-committee if one has been appointed) shall be entitled to immediately expel the Member from membership of the Company.

5 SUSPENSION

- 5.1 If a Member is to be suspended in accordance with Article 4.1.7, then the decision to suspend shall be notified to the Member and confirmed in writing by the Company.

6 ANNUAL GENERAL MEETINGS

- 6.1 The Company shall hold an annual General Meeting each year in addition to any other General Meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual General Meeting of the Company and that of the next: Provided that so long as the Company holds its first annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual General Meeting shall be held at such times and places as the Board shall appoint.
- 6.2 The Board shall in respect of each financial year lay before the Company in the annual General Meeting copies of the Company's annual accounts and the Board's report.
- 6.3 The Board shall be entitled to elect any person to be the Chairman or Vice Chairman to hold office on such terms and for such time period as the Board may determine.
- 6.4 A Voting Member may be elected to be the Treasurer of the Company by a resolution of the Company passed at the annual General Meeting. Any Voting Member elected to act as Treasurer shall hold office until the day immediately following the next annual General Meeting and upon retirement shall be eligible for re-election.
- 6.5 If a vacancy in the position of Chairman, Vice Chairman or Treasurer arises prior to the date of the annual General Meeting, the Board may appoint a Voting Member to fill the vacancy until the next annual General Meeting.

7 GENERAL MEETINGS

- 7.1 The Board may call General Meetings or if there is a requisition of Members pursuant to the provisions of the Act, the Directors shall forthwith proceed to convene a General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not sufficient Directors within the United Kingdom to call a General Meeting, any director or any Member of the Company may call a General Meeting.

8 NOTICE OF GENERAL MEETINGS

- 8.1 The annual General Meeting and all other General Meetings shall be called by at least twenty eight Clear Days' notice but may be called by shorter notice if it is so agreed:-
 - 8.1.1 in the case of an annual General Meeting, by all the Members entitled to attend and vote; and

- 8.1.2 in the case of any other meeting, a majority in number of the Voting Members being a majority together holding not less than ninety per cent of the total rights at that meeting of all the Members.
- 8.2 The notice shall specify the time, date and place of the meeting and the general nature of the business to be transacted and, in the case of an annual General Meeting, shall specify the meeting as such. The notice will also enquire whether any Member would like to place an item on the agenda, and if a Member requests an item to be included on the agenda the Secretary shall comply with the provisions of section 314 of the Act.
- 8.3 The notice shall be given to all the Members by e mail subject to the Members having agreed or been deemed to have agreed (in accordance with part 4 of Schedule 5 of the Act) that the document or information in question may be sent or supplied by the Company to them in that manner.
- 8.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9 PROCEEDINGS AT GENERAL MEETINGS

- 9.1 The Members shall give fourteen Clear Days' notice to the Secretary of any items which they wish to be included on the agenda of any General Meeting.
- 9.2 No business shall be transacted at any General Meeting unless a quorum is present. Subject to Article 2.4, four persons entitled to vote upon the business to be transacted, each being a Member (present in person or by proxy) or a duly authorised representative of a Member organisation, shall constitute a quorum.
- 9.3 Votes may be given in person or by proxy.
- 9.4 A proxy may, but need not, be a Member.
- 9.5 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
 - 9.5.1 states the name and address of the Member appointing the proxy;
 - 9.5.2 identifies the person appointed to be that Member's proxy and the annual general meeting, General Meeting or Board meeting in relation to which that person is appointed;
 - 9.5.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 9.5.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the annual general meeting, General Meeting or Board meeting to which they relate.
- 9.6 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 9.7 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.
- 9.8 Unless a proxy notice indicates otherwise, it must be treated as—
 - 9.8.1 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
 - 9.8.2 appointing that person as a proxy in relation to any adjournment of the annual general meeting, General Meeting or Board to which it relates as well as the meeting itself.
- 9.9 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a annual general meeting, General Meeting or Board 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.

- 9.10 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.
- 9.11 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.
- 9.12 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 9.13 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 9.14 If a Chairman has been appointed in accordance with Article 6.3 then he shall preside as chairman of the meeting. If a Chairman has not been appointed, or is absent then the Board shall elect the Vice Chairman or (if no Vice Chairman has been appointed) one of their number to be a chairman.
- 9.15 The chairman (appointed in accordance with Article 9.14) may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 9.16 A resolution put to the vote of a meeting shall be decided on a show of hands.
- 9.17 Copies of the minutes of all proceedings at General Meetings together with copies of any reports prepared by the Members or commissioned by the Company and considered at such General Meetings must be circulated to all the Members of the Company as soon as reasonably practicable following the date of the General Meeting at which they were duly considered.

10 Conflicts of interest

- 10.1 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 10.2 But if paragraph 10.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 10.3 This paragraph applies when;
 - (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

(c) the director's conflict of interest arises from a permitted cause.

- 10.4 For the purposes of this article, the following are permitted causes;
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 10.5 For the purposes of this article, references to proposed decisions and decision making processes include any directors' meeting or part of a directors' meeting.
- 10.6 Subject to paragraph 10.7, 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 chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 10.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 10.8 A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the director or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted; and whether or not he does, his presence at the meeting shall be taken into account in calculating quorum.

11 VOTES OF MEMBERS

Subject to Article 2.4:-

- 11.1 Every Voting Member shall have one vote. The Associate and Probationary Members shall be entitled to receive notice of and attend any General Meeting but shall not be entitled to vote.
- 11.2 No Voting Member shall be entitled to vote at any General Meeting unless all monies then payable by him to the Company have been paid.
- 11.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman (appointed in accordance with Article 9.14 or 9.15) whose decision shall be final and conclusive.
- 11.4 A vote given by the duly authorised representative of a Voting Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 11.5 Any organisation which is a Voting Member of the Company may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Voting Member of the Company.

12 DIRECTORS

- 12.1 The number of Directors shall be not less than two but (unless otherwise determined by ordinary resolution) shall not be more than sixteen.
- 12.2 The first Directors shall be those persons named in the statement delivered on incorporation, who shall be deemed to have been appointed under the Articles. Future Directors shall be appointed pursuant to Article 14.

13 POWERS OF THE BOARD

- 13.1 Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Board.
- 13.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the Board shall have the following powers, namely :-
- 13.2.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the company; and
- 13.2.2 to enter into contracts on behalf of the Company.
- 13.3 No resolution, decision or action for the Company to incur any capital or other expenditure in excess of £5,000 without the prior approval of a two-thirds majority of people present at a Board meeting.

14 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 14.1 No person may be appointed as a Director:-
- 14.1.1 unless he has attained the age of 18 years; or
- 14.1.2 in circumstances such that, had he already been a director, he would have been disqualified from acting under the provisions of Article 15.
- 14.2 The Board may appoint a person who is willing to act as a director either to fill a vacancy or as an additional director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A director so appointed shall hold office for a period of two calendar years and upon retirement shall be eligible for re-election.
- 14.3 In appointing new Directors or reappointing Directors, the Board shall take into account the benefits of appointing a person who by virtue of residence, occupation, employment or otherwise has special knowledge of the area or benefit or able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Company.

15 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15.1 A director shall cease to hold office if he:-
- 15.1.1 ceases to be a director by virtue of any provision of the Act or is disqualified from acting as a director by virtue of section 72 of the Charities Act 1993 or the Company Directors Disqualification Act 1986 (or any statutory re-enactment or modification of that provision);
 - 15.1.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
 - 15.1.3 resigns his office by notice to the Company (but only if at least two Directors remain in office when the notice of resignation is to take effect);
 - 15.1.4 is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolves that his office be vacated;
 - 15.1.5 is convicted of any criminal offence (other than minor motoring offences); or
 - 15.1.6 is removed from office by a resolution of the Board.

16 EXPENSES

- 16.1 The Board may decide to pay all reasonable travelling, hotel and other expenses properly incurred by the Chairman, Vice Chairman and any other independent person in connection with their attendance at meetings of Directors, committees of Directors, annual general meetings, General Meetings and/or Board meetings or otherwise in connection with the discharge of their duties.
- 16.2 The Members are responsible for all their own expenses, including (without limitation) travel and accommodation expenses incurred by them in connection with their attendance at annual general meetings, General Meetings and/or Board meetings, unless otherwise determined by the Company.

17 PROCEEDINGS OF THE BOARD

- 17.1 Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit. Board meetings shall be convened by agreement between the Board or by the Chairman upon not less than ten days' notice being given to all other Board members. Such meetings shall be deemed to be "ordinary meetings". It shall not be necessary to give a notice of a meeting to a Board member who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes and no Board member shall have more than one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote. The Board shall hold at least two meetings each year.
- 17.2 Votes may be given in person or by proxy. A proxy may, but need not, be a Voting Member. The form of proxy shall be in such form as is usual or as may be approved by the Directors from time to time.
- 17.3 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority (certified notarially or in some other way approved by the Directors) may be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy set out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in such manner shall be invalid.
- 17.4 If a quorum is not present within half an hour from the time appointed for the Board meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 17.5 The Chairman shall preside as chairman of the meeting.

- 17.6 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 17.7 A Board member who is in any way directly or indirectly interested or involved in the investigation referred to in Article 4.1.6 or in breach of the circumstances referred to in Article 4.2 may not vote in respect of the expulsion of that Voting Member. His vote shall not be counted and he shall not be taken into account in calculating the quorum of the Board meeting at which such investigation or expulsion shall come before the Board for consideration.
- 17.8 A declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17.9 Copies of the minutes of all proceedings at Board meetings must be circulated to all the Voting Members and Probationary Members of the Company as soon as reasonably practicable following the date of the Board meeting.
- 17.10 A special meeting may be convened at any time by the Chairman or any two Board members upon not less than four days' notice being given to the other Board members of the matters to be discussed, provided that if such matters include the appointment or removal of a Board member then at least twenty-one days' notice shall be given. A special meeting may be convened immediately before or after an ordinary meeting.
- 17.11 If there are less than six Board members at any one time the quorum for the transaction of the business of the Board shall be two Board members and if there are more than five Board members at any one time the quorum for the transaction of the business of the Board shall be four Board members.
- 17.12 The Board may act notwithstanding any vacancies in their number but, if the number of Board members is less than the number fixed as the quorum, the continuing Board member(s) may act only for the purpose of filling vacancies or of calling a General Meeting.
- 17.13 The Board may appoint one or more sub-committees consisting of one or more Board members for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.
- 17.14 All acts done by a meeting of the Board, or of a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 17.15 A resolution in writing, signed by all Board members entitled to receive notice of a meeting of the Board or of a committee of the Board, shall be as valid and effective as if it had been passed at a Board meeting or (as the case may be) a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more Board member.
- 17.16 Any bank account in which any part of the assets of the Company is deposited shall be operated by the Board and shall indicate the name of the Company. All cheques and

orders for the payment of money from such account shall be signed by any two signatories. The following people are permitted signatories:-

17.16.1 the Directors;

17.16.2 Chairman;

17.16.3 Vice Chairman;

17.16.4 Treasurer; or

17.16.5 Secretary.

18 SECRETARY

18.1 Subject to the provisions of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

19 MINUTES

19.1 The Board shall keep minutes in books kept for the purpose:-

19.1.1 of all appointments of officers made by the Board; and

19.1.2 of all proceedings at Board meetings and of committees of Board including the names of the Board members present at each such meeting.

20 NOTICES

20.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.

20.2 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

20.3 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purpose for which it was called.

20.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty eight hours after the envelope containing it was posted.

21 ELECTRONIC COMMUNICATIONS

21.1 The Company may send or supply documents or information to its Members by making them available by electronic means, subject to the Member(s) having agreed or been deemed to have agreed (in accordance with part 4 of Schedule 5 of the Act) that the document or information in question may be sent or supplied by the Company to him in that manner.

21.2 The Company may receive documents or information from its Members in Electronic Form (as defined by section 1169 of the Act).

21.3 Documents delivered by electronic means are deemed to have been delivered forty eight hours after they are sent.

22 INDEMNITY

22.1 The Company may indemnify every director or other officer or auditor against any liability incurred by him or her or it in that capacity, to the extent permitted by the Act.

23 RULES

- 23.1 The Board may from time to time make such rules or bye-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:-
- 23.1.1 the admission and classification of Members of the Company (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 23.1.2 the conduct of Members of the Company in relation to one another, and to the Company's servants;
 - 23.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 23.1.4 the procedure at General Meetings and Board meetings and committees of the Board in so far as such procedure is not regulated by the articles; and
 - 23.1.5 generally, all such matters as are commonly the subject matter of company rules.
- 23.2 The Company in General Meeting shall have power to alter, add to or repeal the rules or bye laws and the Board shall adopt such means as it thinks sufficient to bring to the notice of Members of the Company all such rules or bye laws, which shall be binding on all Members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repel anything contained in, the Articles.

24 OBJECTS

- 24.1 The principal object of the Company is to establish a trade group with a credible reputation in the provision of medical supplies and/or clinical services to patients in the community ("Homecare") by providing clear standards of membership and setting minimum industry standards.
- 24.2 The Company has power to do all or any of the following things:-
- 24.2.1 To provide a forum for lobbying on issues that affects Clinical Homecare.
 - 24.2.2 To set and debate policy decisions with the National Home Care Medicine Committee and other relevant bodies.
 - 24.2.3 To provide a forum where a trade position can be provided on Government papers and policy review.
 - 24.2.4 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 24.2.5 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 24.2.6 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter

into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- 24.2.7 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 24.2.8 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 24.2.9 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 24.2.10 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 24.2.11 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 24.2.12 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 24.2.13 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- 24.2.14 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

- 24.2.15 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 24.2.16 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 24.2.17 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 24.2.18 To act as agents or brokers and as Directors for any person, firm or company, and to undertake and perform sub-contracts.
- 24.2.19 To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 24.2.20 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- 24.2.21 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any Director, officer or auditor against any liability and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to Directors on their behalf to enable any such purchase schemes to be established or maintained.
- 24.2.22 To procure the Company to be registered or recognised in any part of the world.

24.2.23 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contracts or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

24.2.24 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Companies Acts or by this clause.

25 LIMITED LIABILITY

25.1 The liability of the Members is limited.

26 INCOME AND PROPERTY

26.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company: provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or member of the Company in return for services provided to the Company.

27 GUARANTEE

27.1 Every Member of the Company undertakes to contribute such amount (not exceeding £1) to the Company's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

27.2 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the Members of the Company in proportion to the membership fee paid by each such Member.

SCHEDULE ONE – ANNUAL DECLARATION FORM

**NCHA Limited (“the Company”)
National Clinical Homecare Association (“the Association”)**

Membership Renewal Invoice _____ **Date:** []
Invoice No: []

Please complete, save a copy for your records and return with payment.

Renewal should be made in the name of the principal legal entity responsible for the trading business. Where the principal legal entity is represented within the market by more than two trading identities an additional membership will be required for each additional trading identity, however all principal legal entities within the same Group (as defined within the Company’s Articles of Association) from time to time will only be entitled to one vote and count as one member in the quorum for general meetings. The Holding Company (as defined within the Company’s Articles of Association) of the Group must provide the Company with a list of voting priorities within part three of this form or by notice to the Company within 14 days after the occasion of any change in the identity of the principal legal entities in the Group which are members of the Company. This list will establish which principal legal entity within the Group is entitled to vote depending upon which members of the Group are in attendance at an annual or general meeting. Failure to provide a list of voting priorities will result in no member of the Group being able to vote or to be counted in the quorum.

PART 1 – GENERAL

Trading Name of Applicant _____

Address _____

Company Name _____

Company No. _____

Tel _____

Fax _____

Email _____

Please complete the attached annual declaration below.

PART TWO - Annual Declaration

1. I/We confirm that any officer or member of our company’s staff attending any NCHA meetings (being a General Meeting or Board meeting) or interfacing in any way with any member of NCHA will have full authorisation to give any confirmation or commitment

expressed to be given and, in particular, authorisation to exercise the voting rights accorded to our company.

2. I/We undertake: -

- a) to abide by the rules and regulations of the Association including any code of practice, rules or bye-laws adopted by the Association from time to time;
- b) to treat as confidential any documents so marked issued by the Association.

3. I/We confirm that the following statements apply to our company and will continue to apply at all times during the next 12 months (please complete the tick boxes as appropriate): -

- a) Homecare is a significant part of our business;
- b) I/We comply with the relevant statutory requirements of the sector in which we operate our services and one (or more) of the following are true:-
 - i. we hold a MHRA wholesaler dealer's licence; or
 - ii. we hold a MHRA specials manufacturing licence; or
 - iii. we are registered as a nurses' agency with the CQC; or
 - iv. we are registered as a pharmacy with the GPhC.
- c) I/We are notified with the Information Commissioner under the Data Protection Act 1998;
- d) I/We are adequately covered against public liability with a well established and reputable insurer;
- e) I/We can demonstrate a comprehensive internal quality management system;
- f) I/We hold at least one NHS contract (excluding the standard pharmacy contract) which has a contractual term of at least 12 months.

4. I/We undertake to notify the Association in writing promptly (and in any event within 14 days) if any of the statements listed in clause 3 no longer apply to our company.

5. I/We confirm that our company is financially secure and undertake to notify the Association in writing immediately in the event that our company is unable to pay its debts, enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation), enters into any arrangement or composition with its creditors, has a receiver or manager or administrator appointed or ceases, or threatens to cease, for any reason to carry on trade. We understand that if any of the foregoing events occur the Association shall have the right to exclude our company from the Association subject to the provisions of the Articles of the Association.

PART THREE – List of Voting Priorities (if applicable)

I/We confirm that the following companies form part of the same Group and the following voting priorities should apply:-

- 1.
- 2.
- 3.
- 4.
- 5.

I/We have made all necessary enquires and investigations before signing and completing this declaration and hereby declare that to the best of my knowledge and belief the foregoing statements are true and correct in every particular.

Signed by _____ (name of director) for and on behalf of
_____ (name of company).

Signature _____

Date _____