



No. 08739012

Companies Acts 2006

**Company Limited by Guarantee**

# ARTICLES OF ASSOCIATION OFCARE & SUPPORT WEST LIMITED

1. **Interpretation**
   1. In these Articles:

**“Act”** means the Companies Act 1985 as amended by the Companies Act 2006 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

**“Articles”** means these Articles of Association of the Company as originally adopted or as from time to time altered by special resolution;

**"Board”** means the board of Directors from time to time of the Company;

**"Elected Officers”** means the Chairperson, Vice Chair, Secretary and Treasurer;

**“Executive Committee”** means the senior management team of the Company from time to time;

**“clear days”** in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given on or which it is to take effect;

**“Company”** means Care & Support West Limited;

**“Member”** means a person, organisation or company admitted to the membership of the Company;

**“Directors”** means the Directors for the time being of the Company or (as the context may require) any of them acting as the board of Directors;

**“United Kingdom”** means Great Britain and Northern Ireland.

* 1. Words importing the masculine gender only shall include the feminine gender and neuter and vice-versa and references to the singular shall be deemed to include references to the plural and vice-versa.
  2. Subject to the above, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

1. **Objects**
   1. The Company’s objects are restricted to the following:
      1. to make representations to the UK Government (via local authorities and the Care Quality Commission) on legislation and other public matters which affect the business or professional interests of its members;
      2. to support individuals, businesses and organisations that provide services within the care sector in the geographical area currently defined by the following council boundaries:
         1. Bristol
         2. Bath and North East Somerset
         3. South Gloucestershire
         4. North Somerset;
         5. surrounding local authorities of Gloucestershire, Somerset and Wiltshire.

2.1.3 to support individuals, businesses and organisations that provide services within the care sector outside of the geographical area referred to in article 2.1.2 above who are affiliated to but are not members of the Company;

2.1.4 to promote high standards of care, conduct and conditions in a range of care and support services including Residential Homes, Supported Living establishments, Nursing Homes, Domiciliary and other support services thereby enhancing both the quality of life of the clients and professional standards within the care sector;

2.1.5 to facilitate and promote the exchange of ideas and information which shall be of mutual benefit to members of the Company;

2.1.6 to actively seek to encourage and promote partnerships and partnership activities in a range of statutory, sector and voluntary authorities and organisations, including Local Authority Social Services Departments, The Health Sector, Voluntary Agencies, Inspectorates and National Associations;

2.1.7 to work with the Statutory Agencies, Central Government Departments, Local Education Authorities, and Sector Development Agencies in promoting staff development and training programmes for members and throughout the care sector;

2.1.8 to provide and facilitate access to professional advice and support for members.

* 1. The Company may be a member of any other relevant association or body to further its objects.
  2. The Company is a not for profit company. None of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company.
  3. Any income derived from educational or training activities will be used solely for the continuation or improvement of such activities.

1. **Membership**
   1. The Company must maintain a register of Members.
   2. Membership of the Company is open to any individual, company or organisation who:
      1. applies to the Company in the form required by the Board;
      2. meets the relevant membership criteria and is approved by the Board.
   3. The Board must keep a register of names and addresses of the Members.
   4. Membership criteria may be subject to review and modification by the Board.
   5. Membership may be terminated or suspended if the Member concerned:
      1. does not renew their annual membership;
      2. dies or is incapacitated or (in the case of an organisation) ceases to exist;
      3. being an individual becomes bankrupt or insolvent or dies or if being a Company of other statutory body a resolution be passed or order made for its winding up or dissolution; or
      4. brings the Company into disrepute or the standards of care or its premises are deemed to be below the current requirements set out in the membership criteria.
   6. Each Member shall use its best endeavours to further the objects of the Company and observe all regulations of the Company made pursuant to these Articles.
   7. Membership of the Company is personal and not transferable.
2. **Subscriptions**
   1. There shall be an application fee to cover the cost of the membership assessment process. This process may include an initial assessment visit by a member of the Board or a person nominated by it.
   2. The membership assessment fee and the full subscription fees shall be sums agreed at the Annual General Meeting.
   3. The membership year is from 1st April to the 31st March each year. There will be a proportionate subscription for any new Members joining between 1st July and the 31st December, but any new Members joining on or after the 1st January will be required to pay a full years subscription, which will entitle them to membership until 31st March of the following year.
   4. Annual subscriptions will be due the 1st April of each year. Payment received later than 31st May will not be accepted without a further administration fee. The Board reserves the right to raise a surcharge or give a discount on members’ subscriptions as may be appropriate.
   5. In the event of a Member wishing to resign their membership there shall be no return by the Company of monies paid to the Company by that Member.
   6. The Board may offer guest membership on discounted subscription rates to promote membership growth.
3. **General Meetings**
   1. The Company shall in each year hold an annual general meeting in addition to any other general meetings in that year and shall specify the meeting as such in the notice calling it. Not more than eighteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such times and places as the Board shall agree. All general meetings other than the annual general meetings shall be called general meetings.
   2. The Board may call general meetings of the Members whenever they think fit and, on the requisition of one fifth of the total voting rights of the Members having a right to vote pursuant to the provisions of the Act, shall immediately proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition.
   3. The business at the annual general meeting of the Members will include the receipt of the Company’s annual report, the election of and appointment of the Directors and the receipt of the Company’s accounts in addition to any special business resolutions.
4. **Notice of general meetings** 
   1. A general meeting shall be called by at least fourteen clear days’ notice in writing, (hard copy or electronic means) or by means of a website, however a general meeting may be called by short notice if it is so agreed:
      1. in the case of an annual general meeting, by all the Members entitled to attend and vote at it; and
      2. in the case of any other general meeting, by a majority in number of the Members having a right to vote and attend, being a majority together holding not less than 90% of the total voting rights at the meeting of all of the Members.
   2. The notice shall specify the time 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. If a special resolution is to be proposed, the notice shall contain a statement to that effect.
   3. The notice shall be given to all of the Members and to all of the Directors and to the auditors/accountants.
   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.
5. **Proceedings at General Meetings**
   1. No business shall be transacted at any meeting unless a quorum of ten (10) Members is present.
   2. 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 such time and place as the Board may determine.
   3. The Board must reconvene the meeting and give at least five clear days notice of the reconvened meeting stating the date, time and place of the meeting.
   4. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.
   5. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting, or if there is no such Chairperson or if they are not present within fifteen minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be Chairperson and, if there is only one Director present and willing to act, s/he shall be Chairperson.
   6. The Chairperson 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 the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days’ notice shall be given as in the case of an ordinary meeting 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.
   7. In the case of an equality of votes, the Chairperson shall be entitled to a casting vote in addition to any other vote he may have.
6. **Votes of Members**
   1. Every Member present in person or by proxy or (being a corporation) is present by a duly authorised representative shall have one vote.
   2. 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 Chairperson whose decision shall be final and binding.
   3. Any vote at a meeting shall be decided by a show of hands.
   4. A vote given by a duly authorised representative or in accordance with the terms of any instrument of proxy of a Member shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the vote is given.
   5. Any Member of the Company being an organisation 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 were it an individual Member of the Company.
   6. Any Member entitled to attend and vote at a general meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak and vote at the meeting.
   7. The appointment of a proxy and any authority under which it is executed may:
      1. in the case of an instrument in writing be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
      2. in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(i) in the notice convening the meeting;

(ii) in any instrument of proxy sent out by the Company in relation to the meeting;

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting; or

(iv) be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of proxy which is not deposited, delivered or received in an manner so permitted shall be invalid.

* + 1. An instrument appointing a proxy shall be executed by or on behalf of the appointor and shall be in the following form or a form as near thereto as circumstances admit or the Directors shall approve:

**CARE & SUPPORT WEST LIMITED**

I/We [ ],of [ ],being a Member/Members of the above-named Company, hereby appoint [ ]of [ ] as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ] 20[ ] and at any adjournment thereof.

Signed on [ ] 20[ ]

* + 1. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form or in a form as near thereto as circumstances shall admit or the Directors shall approve:

**CARE & SUPPORT WEST LIMITED**

I/We [ ],of [ ],being a Member/Members of the above-named Company, hereby appoint [ ] of [ ] as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ] 20[ ] and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \* against

Resolution No 2 \*for \* against

\* strike out whichever is not desired

Signed on [ ] 20[ ]

* 1. No Member may vote on any matter in which he or she is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the Members present in person at the meeting, such permission to be given or withheld without discussion.

1. **The Board**
   1. The Board has control of the Company and its property and funds. No alteration of the Articles shall have retrospective effect to invalidate any prior act of the Directors. Where possible, the Board will be broadly representative of the care sector, with representation from various types of service providers and a cross-section of the geographic area.
   2. Unless otherwise determined by ordinary resolution the number of Directors shall be no less than 5 and no more than 15 individuals including the Elected Officers.
   3. A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors save that this shall not apply to a Director who has been nominated to the Board on behalf of an organisation with which the Company is in partnership, joint venture or collaboration.
   4. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
   5. The Board will elect the Elected Officers at the AGM who may remain in office for up to 5 years and may apply for re-election. Each of these officers shall act in accordance with the Terms of Reference provided to them.
2. **Appointment of Directors** 
   1. Directors are appointed by a majority vote of the Board for a 5-year term. The Company may by ordinary resolution appoint any person from an organisation which is already a Member and who is willing to act as a Director.
   2. 50% of the Directors shall resign at the Annual General Meeting on a rotational basis and may apply for re-election. The Governance document will set out how this process is managed
   3. The appointment of a Director must not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.
3. **Disqualification and removal of Directors**
   1. A Director’s term of office automatically terminates if he or she:
      1. is disqualified from acting as a Company Director or by virtue of any provision in the Act or these Articles or becomes prohibited by law from being a director;
      2. is incapable, whether mentally or physically, of managing his or her own affairs or becomes bankrupt or makes any arrangements or composition with his creditors generally;
      3. is absent without notice from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
      4. resigns by written notice to the Directors (but only if at least 5 Directors will remain in office);
      5. is removed by resolution of the Board after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views. The removal of elected officers will be set out in the Governance document
4. **Directors’ proceedings**
   1. Subject to the provisions of these Articles, the Board may call and regulate its meetings as it thinks fit. Board meetings must occur at least quarterly.
   2. A quorum at a meeting of the Board is 5 Directors. If the number of Directors is less than the number fixed as quorum the continuing Directors may only act for the purpose of filling vacancies or of calling a general meeting.
   3. The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting. The person appointed to Chair shall have no functions or powers except those conferred by these Articles or delegated to them by the Board.
   4. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. In both circumstances the number of votes is to be recorded in the minutes of that meeting. For this purpose, the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
   5. Except for the Chairperson of the meeting, who has a second or casting vote in any matter where the votes cast are equal, every Director has one vote on each issue.
   6. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
   7. A register of interests of the Directors shall be kept and all meetings of the Board will include a requirement for Directors to declare any interests in the decisions of the Board. This process to be included in the Governance document.
   8. A Director must declare any interest where it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest); and in such circumstances he or she must absent himself or herself from any discussions of the relevant issue and will not be permitted a vote on the matter concerned.
5. **Directors’ powers**
   1. The Directors have the following powers in the administration of the Company:
      1. to appoint (and remove) any Member (who may be a Director) to act as Secretary in accordance with the Act;
      2. to appoint a Chairperson, Vice Chairperson, Treasurer, and other honorary officers from among their number;
      3. to delegate any of their functions to committees including the Executive Committee ie the Senior Management Team (SMT) consisting of such member or members of their body as they think fit. All proceedings of committees must be reported promptly to the Board of Directors and conform to any regulations that may from time to time be imposed on them by the Board. The Directors may revoke or alter a delegation; This process to be set out in the Governance document
      4. to make rules consistent with the Articles and the Act to govern their proceedings and proceedings of committees;
      5. to make regulations consistent with the Articles and the Act to govern the administration of the Company and the use of its seal (if any);
      6. to establish procedures to assist the resolution of disputes or differences within the Company;
      7. to elect such delegates to local and national bodies as shall be deemed necessary to carry out duties and objectives of the Company;
      8. to exercise any powers of the Company which are not reserved to a general meeting.
6. **Records and Accounts**
   1. The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
      1. annual returns;
      2. annual statements of account.
   2. The Directors must keep proper records of:
      1. all proceedings at general meetings;
      2. all proceedings at meetings of the Directors;
      3. all reports of committees; and
      4. all professional advice obtained.
   3. Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.
   4. There shall be three signatories to all bank accounts, Any two of these will be empowered to sign on behalf of the Company.
   5. A copy of the Company’s latest available statement of account must be supplied on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company’s reasonable costs.
   6. The Company shall reimburse all reasonable expenses incurred by the Board, the Executive Committee, and other authorised persons in carrying out the Company’s business.
7. **Notices**
   1. Any documents or information to be sent or supplied by or to the Company may be sent or supplied in hard copy form, in electronic form or by means of a website to the extent permitted by the Act and these Articles. Where a member has a registered address outside the United Kingdom but has notified the Company of an address within the United Kingdom at which notices or other documents may be given to them, they shall be entitled to have notices given to them at that address; but otherwise, no such member shall be entitled to receive any notice or document from the Company.
8. **Rules**
   1. The Directors may from time to time make such reasonable and proper rules or regulations as they may deem necessary or expedient for the proper conduct and management of the Company.
   2. The Company in a general meeting has the power to alter, add to or repeal the rules or regulations.
   3. The Directors must adopt such means as they think sufficient to bring the rules and regulations to the notice of Members.
9. **Liability of Members**

17.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

17.1.1 payment of the company’s debts and liabilities contracted before they cease to be a member;

17.1.2 payment of the costs, charges and expenses of winding up, and

17.1.3 adjustment of the rights of the contributories among themselves.

18. **Dissolution**

18.1 The members of the Company 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:

18.1.1 directly for the Objects; or

18.1.2 by transfer to any company or organisation with purposes similar to the Objects.

18.2 Subject to any such resolution of the members of the Company, the directors of the Company 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 or before dissolution of the Company be applied or transferred:

18.2.1 directly for the Objects; or

18.2.2 by transfer to any company or organisation with purposes similar to the Objects;

18.3 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself an organisation falling within 18.2.2).

