

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07083059

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

MANCHESTER ACADEMIC HEALTH SCIENCE CENTRE

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in ENGLAND/WALES

Given at Companies House, Cardiff, on 20th November 2009



N07083059J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House

— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **20/11/2009**



X4MEYF4I

*Company Name
in full:*

MANCHESTER ACADEMIC HEALTH SCIENCE CENTRE

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Corporate**

Name: **EVERSECRETARY LIMITED**

*Registered or
principal address:* **EVERSHEDS HOUSE 70 GREAT BRIDGEWATER STREET
MANCHESTER
UNITED KINGDOM
M1 5ES**

European Economic Area (EEA) Company

Register Location: **ENGLAND AND WALES**

Registration Number: **03481135**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director *1*

Type: **Person**

Full forename(s): **MICHAEL**

Surname: **DEEGAN**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **22/07/1962** *Nationality:* **BRITISH**

Occupation: **CHIEF EXECUTIVE**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director **2**

Type: **Person**

Full forename(s): **CAROLINE**

Surname: **SHAW**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **12/02/1968** *Nationality:* **BRITISH**

Occupation: **CHIEF EXECUTIVE**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director **3**

Type: **Person**

Full forename(s): **JACKIE**

Surname: **DANIEL**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **22/05/1963**

Nationality: **BRITISH**

Occupation: **CEO**

Consented to Act: **Y**

Date authorised: **20/11/2009**

Authenticated: **YES**

Company Director **4**

Type: **Person**

Full forename(s): **MICHAEL ANDREW**

Surname: **BURROWS**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1963** *Nationality:* **BRITISH**

Occupation: **MANAGER**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director **5**

Type: **Person**

Full forename(s): **DAVID NIGEL**

Surname: **DALTON**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **15/03/1961** *Nationality:* **BRITISH**

Occupation: **HOSPITAL CHIEF
EXECUTIVE**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director **6**

Type: **Person**

Full forename(s): **ALAN DAVID**

Surname: **GILBERT**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **11/09/1944** *Nationality:* **AUSTRALIAN**

Occupation: **PRES AND V CHANCELLOR
OF THE UNIV OF
MANCHESTER**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **ERRO**

Company Director 7

Type: **Person**

Full forename(s): **JULIAN MATTHEW FREDERICK**

Surname: **HARTLEY**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **24/02/1967** *Nationality:* **BRITISH**

Occupation: **NHS CHIEF EXECUTIVE**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director 8

Type: **Person**

Full forename(s): **RICHARD ALAN**

Surname: **NORTH**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **20/05/1944** *Nationality:* **BRITISH**

Occupation: **UNIVERSITY PROFESSOR**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Company Director **9**

Type: **Person**

Full forename(s): **DAVID**

Surname: **HENSHAW**

Former names:

Service Address: **4TH FLOOR, SIMON BUILDING
UNIVERSITY OF MANCHESTER OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **07/03/1949** *Nationality:* **BRITISH**

Occupation: **NON-EXECUTIVE**

Consented to Act: **Y** *Date authorised:* **20/11/2009** *Authenticated:* **YES**

Statement of Guarantee

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

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

Name: **CENTRAL** *Amount Guaranteed:* **GBP1**
Address: **MANCHESTER**
COBBLETHORPE HOUSE
MANCHESTER ROYAL
HOSPITALS NHS
FOUNDATION TRUST
OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9WL

Name: **THE CHRISTIE NHS** *Amount Guaranteed:* **GBP1**
Address: **FOUNDATION TRUST**
550
WILMSLOW ROAD
MANCHESTER
UNITED KINGDOM
M20 4BX

Name: **MANCHESTER** *Amount Guaranteed:* **GBP1**
Address: **MENTAL HEALTH AND**
CHORLTON HOUSE
SOCIAL CARE TRUST
70 MANCHESTER ROAD
CHORLTON-CUM-
HARDY
MANCHESTER
UNITED KINGDOM
M21 9UN

Name: **SALFORD PRIMARY** *Amount Guaranteed:* **GBP1**
Address: **CARE TRUST**
ST JAMES' HOUSE
PENDLETON WAY
SALFORD
UNITED KINGDOM
M6 5FW

Name: **SALFORD ROYAL NHS FOUNDATION TRUST** *Amount Guaranteed:* **GBP1**
Address: **HOPE HOSPITAL
STOTT LANE
SALFORD
UNITED KINGDOM
M6 8HD**

Name: **THE UNIVERSITY OF MANCHESTER** *Amount Guaranteed:* **GBP1**
Address: **UNIVERSITY OF
MANCHESTER
OXFORD ROAD
MANCHESTER
UNITED KINGDOM
M13 9PL**

Name: **UNIVERSITY HOSPITAL OF SOUTH MANCHESTER NHS FOUNDATION TRUST** *Amount Guaranteed:* **GBP1**
Address: **WYTHE SHAW
HOSPITAL
SOUTHMOOR ROAD
MANCHESTER
UNITED KINGDOM
M23 9LT**

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **7SIDE LIMITED**

Agent's Address: **14 - 18
CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **7SIDE LIMITED**

Agent's Address: **14 - 18
CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
MANCHESTER ACADEMIC HEALTH SCIENCE CENTRE

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of each Subscriber

Authentication by each Subscriber

**Central Manchester University Hospitals
NHS Foundation Trust**

The Christie NHS Foundation Trust

**Manchester Mental Health and Social
Care Trust**

Salford Primary Care Trust

Salford Royal NHS Foundation Trust

The University of Manchester

**University Hospital of South Manchester
NHS Foundation Trust**

Dated: 19 November 2009

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MANCHESTER ACADEMIC HEALTH SCIENCE CENTRE

1. **PRELIMINARY**

1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

1.2 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
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"clear days"	in relation to the period of a 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 or on which it is to take effect
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"Chair"	is defined in Article 10.1
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"Company"	the company intended to be regulated by these Articles
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"Commission"	the Charity Commission for England and Wales
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"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
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"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
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"Director"	is defined in Article 10.1
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" and "electronic means"	have the meaning given in section 1168 of the Companies Act 2006
"executed"	includes any mode of execution
"Governors"	the Independent Governors, the Representative Governors, the Director and the Chair for the time being of the Company or (as the context shall require) any of them acting as the governing board of the Company. The Governors are company directors as defined and regulated by the Statutes. If the Company registers with the Commission as a charity, the Governors will become charity trustees as defined by section 97 of the Charities Act 1993
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006
"Independent Governor"	is defined in Article 10.1
"Membership Interests"	the membership interests in the Company
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006
"office"	the registered office of the Company
"Representative Governor"	is defined in Article 10.1
"Reserved Matter"	is defined in Article 8
"seal"	the common seal of the Company (if any)
"secretary"	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
"special resolution"	has the meaning given in section 283 of the

Companies Act 2006

"the Statutes"

the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company

"Subsidiary"

a "subsidiary" as defined in section 1159 of the Companies Act 2006

"United Kingdom"

Great Britain and Northern Ireland.

"in writing"

hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication

- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 1.4 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 1.5 Where the word **"address"** appears in these Articles it is deemed to include postal address and electronic address and **"registered address"** shall be construed accordingly.

2. OBJECTS AND POWERS

- 2.1 The Company's object(s) (**"the Objects"**) are the advancement of education, health, learning and research and (without prejudice to the generality of the foregoing) in furtherance thereof:
- 2.1.1 to improve the health and healthcare of the residents of Greater Manchester and the wider Northwest Region of England through high quality health research;
- 2.1.2 to translate research and teaching excellence in the most efficient way into patient benefits;

- 2.1.3 to make Greater Manchester and the wider Northwest Region of England a magnet for inward investment by government, non-commercial and commercial research commissioners, and contribute substantially to innovation, enterprise and economic development in Greater Manchester and the wider Northwest Region of England;
 - 2.1.4 to make Greater Manchester and the wider Northwest Region of England an international intellectual and cultural centre of health science, a 'science city', which has merit in its own right and attracts the best health researchers and healthcare workers to the conurbation;
 - 2.1.5 to agree and promote a strategy for Health Research in Greater Manchester and the wider Northwest Region of England (taking into account evolving plans of The Manchester Cancer Research Centre, the Comprehensive Local Research Network, the Manchester Biomedical Research Centre, the Collaboration for Leadership in Applied Health Research and Care, the Respiratory Clinical Research Centre and Manchester: Integrating Medicine and Innovative Technology) and other major research infrastructure as the Governors may from time to time agree;
 - 2.1.6 to secure and start deployment of substantial additional investment in research infrastructure;
 - 2.1.7 to apply for and maintain official recognition from the Government of its status as an Academic Health Science Centre in accordance with the criteria which may be set from time to time by Government (provided that the Governors consider that such status is in the best interest of the Company and its Objects).
- 2.2 In furtherance of the above Objects but not further or for any other purpose the Company shall have the following powers ("**the Powers**"):
- 2.2.1 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the governing board may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects;
 - 2.2.2 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company subject to such conditions or consents as may from time to time be required or imposed by law;

- 2.2.3 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
- 2.2.4 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company or legal entity;
- 2.2.5 to borrow and raise money in such manner and on such security as the governing board may think fit;
- 2.2.6 to invest the moneys of the Company not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the governing board may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law;
- 2.2.7 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the governing board may think necessary for the promotion of the Company's Objects;
- 2.2.8 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects;
- 2.2.9 subject to Article 28 to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company. The Company may employ or remunerate a member of its Governors only to the extent it is permitted to do so by Article 28 and provided it complies with the conditions in that Article;
- 2.2.10 to establish and carry on conference halls and centres, schools, lecture halls, theatres and rooms, laboratories, workshops, training centres and other places of learning, training or tuition at premises occupied by the Company or at sites elsewhere at which persons may undertake education, instruction and training as a means of gaining knowledge of or experience or fluency in any skill, trade, business, profession, calling, occupation or pursuit by written, visual or oral means through personal attendance at lectures, seminars, education and training courses organised and held by the Company or through and by outside sources or through correspondence, pre-recorded cassette, televisual and audio means or any other method which may be adopted and all or any other subjects whatsoever that may be included in a

commercial, technical, scientific, classical or academic education or may be conducive to knowledge of or skill in any profession, trade, pursuit, business or calling;

2.2.11 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;

2.2.12 to purchase and maintain, for the benefit of any Governor or officer of the Company, indemnity insurance to cover their liability:

2.2.12.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company; and/or

2.2.12.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;

save that any such insurance in the case of Article 2.2.12.1 shall not extend to any liability of a Governor:

2.2.12.3 resulting from conduct which the Governors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Governors did not care whether such conduct was in the best interests of the Company or not;

2.2.12.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governors;

2.2.12.5 to pay a fine;

2.2.12.6 to make such a contribution where the basis of the Governor's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

2.2.13 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every Governor,

alternate Governor or other officer of the Company incurred or to be incurred:

- 2.2.13.1 in defending any criminal or civil proceedings; or
- 2.2.13.2 in connection with any application under sections 661(3), 661(4) or 1157 of the Companies Act 2006.
- 2.2.14 to subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body formed for any of the purposes included in the Objects;
- 2.2.15 to co-operate with any organisation, institution, society or body formed for any of the purposes included in the Objects (whether private or public sector, industrial, commercial, profit making or charitable);
- 2.2.16 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the governing board to further any of the Objects of the Company;
- 2.2.17 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company formed for any of the Objects;
- 2.2.18 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- 2.2.19 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the Company;
- 2.2.20 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the governing board 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 governing board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 2.2.21 to do all such other lawful things as are necessary for the attainment of the above Objects or any of them;

and so that:

- (a) where the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or

invest the same in such manner as allowed by law, having regard to such trusts;

- (b) none of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or inference from the name of the Company;
- (c) none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects.

3. LIMITED LIABILITY AND MEMBERS

- 3.1 The liability of the members is limited. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 3.2 The subscribers to these Articles and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless it is approved by all the then current members.
- 3.3 The members shall have an absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for their decision.
- 3.4 Subject to all moneys presently payable by it to the Company pursuant to any rules or bye-laws made by the Governors pursuant to Article 26 or otherwise having been paid, a member may at any time resign from the Company by giving at least twelve months notice in writing to the Company provided that after such resignation the number of members remaining is not less than two.
- 3.5 Membership is not transferable and will terminate in the event of:
 - 3.5.1 such member ceasing to exist or operate; or

- 3.5.2 such member's bankruptcy or the making of any arrangement or composition with his creditors, or being a corporation, liquidation;
 - 3.5.3 such member ceasing to fulfil the membership criterion which the members may set from time to time.
- 3.6 No member of the Company shall cease to be a member of the Company by reason of its winding up or dissolution which takes place as part of a genuine re-organisation of the relevant member (statutory or otherwise) which is not linked to any financial difficulty or any event listed under Article 3.5.2, in which case the relevant member's interest in the Company shall transfer to its succeeding body or organisation, or where there is more than one, to such succeeding body or organisation as the relevant member may elect.
- 3.7 Membership shall terminate if (i) all the members of the Company, other than the member whose membership is to be terminated, resolve that it is in the best interests of the Company to terminate such membership and (ii) written notice of termination has been served on the expelled member.

4. GENERAL MEETINGS

- 4.1 The Company may, if determined by the Governors, hold an annual general meeting in accordance with the Statutes in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Any such annual general meeting shall be held at such time and place as the Governors shall appoint. All meetings other than annual general meetings shall be called general meetings.
- 4.2 The Governors may call general meetings at any time.
- 4.3 If at any time there are not within the United Kingdom sufficient Governors capable of acting to form a quorum, any Governor or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Governors.

5. NOTICE OF GENERAL MEETINGS

- 5.1 An annual general meeting shall be called by at least fourteen days' notice. All other meetings of the Company other than an annual general meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.
- 5.2 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports

of the Governors and auditors, and the appointment of, and the fixing of the remuneration, of the auditors.

- 5.3 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all members, to all Governors and to the auditors.
- 5.4 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006.
- 5.5 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 invalidate the proceedings at that meeting.
- 5.6 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.
- 5.7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 No business shall be transacted at any general meeting unless a quorum of members is present. Two thirds of the persons entitled to vote upon the business to be transacted, each being a member or a duly authorised representative of a corporation shall be a quorum save that, if and for so long as the Company has only one person as a member, one member present in person shall be a quorum. If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Governors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore the member or members present in person or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 6.2 The Chair shall preside as chairperson at every general meeting of the Company, or if there is no such Chair or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to

act, the Governors present shall elect one of their number to be chairperson of the meeting.

- 6.3 If at any meeting no Governor is willing to act as chairperson or if no Governor is present within 15 minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chairperson of the meeting.
- 6.4 A Governor shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.
- 6.5 The chairperson may, with the consent of any 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 any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 6.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 6.7 A declaration by the chairperson 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 of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.8 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document).

7. VOTES OF MEMBERS

- 7.1 On a show of hands every member (being an individual) present in person or (being a corporation) represented by a duly authorised representative shall have one vote.
- 7.2 No member shall be entitled to vote at any general meeting unless all moneys presently payable by it to the Company pursuant to any rules or bye-laws made by the Governors under Article 26 or otherwise have been paid.
- 7.3 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 chairperson whose decision shall be final and conclusive.

8. **RESERVED MATTERS**

Certain matters (the "**Reserved Matters**") as may be decided from time to time by unanimous decision of the members may only be decided by the members or by the Board of Governors with the prior written consent of each member.

9. **WRITTEN RESOLUTIONS**

9.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

9.2 For the purposes of this Article 9 "circulation date" is the day on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

10. **COMPOSITION OF GOVERNING BOARD**

10.1 Unless otherwise determined by unanimous resolution of the members the Governing Board shall comprise at all times:

10.1.1 one representative Governor to be appointed by each member in accordance with Article 10.2, i.e. a total of seven Representative Governors at the time of setting up the Company (the "**Representative Governors**");

10.1.2 up to three independent Governors to be appointed in accordance with Article 10.3 (the "**Independent Governors**");

10.1.3 one person to be appointed under the title of director in accordance with Article 10.4 (the "**Director**"); and

10.1.4 one person to be appointed as chair of the Governing Board in accordance with Article 10.5 (the "**Chair**").

10.2 Each member which is a NHS trust, primary trust or foundation trust shall appoint ex officio its chief executive officer as a Representative Governor. Each member which is a higher education institution shall appoint ex officio their president and vice-chancellor. Members which are neither NHS trusts, primary trust, foundation trusts nor higher education institutions shall appoint as ex officio Representative Governors such persons as may be unanimously agreed by the members, but who must be a member of the senior management team of such member.

10.3 Subject to Article 8, the Independent Governors shall be appointed by the Representative Governors.

10.4 Subject to Article 14.2, the Director shall be appointed by the Representative Governors and Independent Governors.

10.5 Subject to Article 8, the Chair shall be appointed by the Representative Governors and Independent Governors.

11. ALTERNATE GOVERNORS

11.1 A Representative Governor shall be entitled to appoint an alternate Governor, provided that such person is at least a member of the senior management team of the member having appointed the Representative Governor.

11.2 An Independent Governor shall not be entitled to appoint an alternate Governor.

11.3 The Chair shall not be entitled to appoint an alternate.

12. POWERS OF GOVERNORS

12.1 Subject to the provisions of the Statutes and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Governing Board who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 12.1 shall not be limited by any special power given to the Governors by these Articles and a meeting of Governors at which a quorum is present may exercise all powers exercisable by the Governors.

12.2 A Governor must absent himself or herself from any discussions of the Governors in which 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).

12.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Governors shall from time to time by resolution determine.

13. DELEGATION OF GOVERNORS' POWERS

13.1 The Governors may delegate any of their powers to (i) any committee consisting of one or more Governors and such other persons (if any) not being Governors co-opted on to such committee as the Governors think fit or (ii) to the Director. Subject to Article 13.3, any such delegation may be made subject to any

conditions the Governors may impose (including reporting structures to the Governing Board) and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Governors so far as they are capable of applying.

13.2 Subject to Article 13.3, the Governing Board may delegate any of its powers to any officers, which do not need to be Governors. The Governing Board shall adopt from time to time regulations setting out the titles, duties, responsibilities and reporting lines of such officers.

13.3 Notwithstanding Articles 13.1 and 13.2, the Governing Board may not delegate to any committee, the Director, any officer or other person the power to make decisions regarding any of the Reserved Matters.

14. APPOINTMENT AND RETIREMENT OF GOVERNORS

14.1 Subject to Article 15, the Independent Governors and the Chair shall be appointed for a period of three years and can be re-appointed once for another term of 2 years.

14.2 Subject to Article 15, the Director shall be appointed for such period and on such terms as the Representative Governors and Independent Governors may decide from time to time.

14.3 At the first general meeting of the Company, one Independent Governor shall retire from office and at the second general meeting another Independent Governor shall retire. At every following general meeting, the longest serving Independent Governors shall retire. If the Company does not hold a general meeting, the Independent Governors shall retire on the respective anniversary of their appointment.

14.4 The Governing Board may appoint a person who is willing to act to be a Independent Governor either to fill a vacancy or as an additional Independent Governor provided that the appointment does not cause the number of Independent Governors to exceed any number fixed in accordance with these Articles as the maximum number of Independent Governors. A Independent Governor so appointed shall hold office only until the next following general meeting, and shall then be eligible for re-appointment but shall not be taken into account in determining the Independent Governors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.

15. DISQUALIFICATION AND REMOVAL OF GOVERNORS

15.1 Notwithstanding Article 10.2, the office of a Governor shall be vacated if:

- 15.1.1 he or she ceases to hold the post by virtue of which he has become an ex officio Representative Governor; or
 - 15.1.2 the member who appointed him or her as a Representative Governor ceases to be a member of the Company; or
 - 15.1.3 he or she ceases to be a Governor by virtue of any provision of these Articles, he or she becomes prohibited by law from being a director of a company which is governed by the Companies Act 2006 (as may be amended or re-stated from time to time), or, if the Company is a registered charity, he or she becomes prohibited by law from being a trustee of a charity which is governed by the Charities Act 1993 (as may be amended or re-stated from time to time); or
 - 15.1.4 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 15.1.5 he or she is, or may be, suffering from mental disorder and either:
 - 15.1.5.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - 15.1.5.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
 - 15.1.6 he or she resigns his or her office by notice to the Company; or
 - 15.1.7 he or she shall for more than 6 consecutive months has been unable to act or fulfil his/her Governor's duties through ill health or disability during that period and the Governors resolve that his or her office be vacated; or
 - 15.1.8 he or she shall for more than 6 consecutive months has been absent without permission of the Governing Boards from meetings of the Governing Board held during that period and the Governors resolve that his or her office be vacated.
- 15.2 Each member agrees to indemnify the Company against any claims that the Representative Governor which such member appointed in accordance with

Articles 10.1.1 and 10.2 may make against the Company, its officers or employees as a result from his/her removal from office as a Representative Governor (including, without limitation, claims for wrongful or unfair dismissal, compensation for loss of office or redundancy payment).

16. GOVERNORS' REMUNERATION

The Governors shall be paid the following remunerations subject always to Article 28:

- 16.1 Representative Governors shall not be paid any remuneration for their services as Governors;
- 16.2 Each Independent Governor shall be paid such remuneration as may be set by the members from time to time; and
- 16.3 The Chair and the Director shall be paid such remuneration as may be set by the members from time to time.

17. PROCEEDINGS OF THE GOVERNORS

- 17.1 Subject to the provisions of these Articles, the Governors may regulate their meetings, as they think fit. A Governor may, and the secretary at the request of a Governor shall, call a meeting of the Governors. Questions arising at a meeting shall be decided by a majority of votes. Each Governor, other than the Director, shall have one vote. The Director shall not have a vote. In the case of an equality of votes, the Chair shall have a second or casting vote. Notice of every meeting of the Governing Board shall be given to each Governor, including Governors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.
- 17.2 Any Governor may participate in a meeting of the Governors or a committee constituted pursuant to Article 13 of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairperson of the meeting then is.
- 17.3 The quorum for the transaction of the business of the Governors may be fixed by the Governors, and unless so fixed at any other number, shall be six, including at all times four Representative Governors. The Director shall not count towards the quorum.

- 17.4 Notwithstanding any vacancies in their number, the continuing Governors or where there is only one, the sole continuing Governor, may continue to act but, if the number of Governors is less than the number fixed as the quorum they (or in the case of a sole Governor s/he), may act only for the purpose of filling vacancies, or of calling a general meeting.
- 17.5 Unless he or she is unwilling to do so, the Chair shall preside at every meeting of the Governors at which he or she is present. But, if there is no person holding the office of Chair, or if the Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Governors present may appoint one of their number to be chairperson of the meeting.
- 17.6 All acts done by any meeting of the Governors or of a committee constituted pursuant to Article 13, or by any person acting as a Governor shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or (in the case of any Governor other than the Director) 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 Governor and had been entitled to vote.
- 17.7 A resolution in writing, signed by all the Governors other than the Director entitled to receive notice of a meeting of Governors or of a committee constituted pursuant to Article 13 shall be as valid and effectual as if it had been passed at a meeting of the Governors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Governors or members of the committee (as the case may be).

18. AUDITORS' APPOINTMENT AND RE-APPOINTMENT

- 18.1 Auditors must be appointed for each financial year of the Company and shall be appointed by the Governors. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.
- 18.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed.

19. SECRETARY

- 19.1 Subject to the provisions of the Statutes, the secretary shall be appointed by the Governors 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; provided always that no Governor may hold office as secretary where such office is remunerated.

- 19.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Governor and the secretary shall not be satisfied by its being done by or to the same person acting both as Governor and as, or in place of, the secretary.

20. MINUTES

The Governors shall cause minutes to be made in books kept for the purposes:

- 20.1 of recording the names and addresses of all members; and
- 20.2 of all appointments of officers made by the Governors; and
- 20.3 of all proceedings at meetings of the Company and of the Governors and of committees constituted pursuant to Article 13 including the names of Governors and members (as appropriate) present at each such meeting.

21. THE SEAL

If the Company has a seal it shall only be used with the authority of the Governors or of a committee constituted pursuant to Article 13 which is comprised entirely of Governors. The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Governor whose signature shall be attested in the presence of a witness or by one Governor and the secretary or by two Governors.

22. ACCOUNTS AND ANNUAL REPORT

- 22.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Governors or by ordinary resolution of the Company.
- 22.2 The Governors must prepare accounts and keep accounting records as required by the Statutes.
- 22.3 The Governors shall if the Company is a registered charity comply with the requirements of the Charities Act 1993 with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission.
- 22.4 The Governors shall if the Company is a registered charity notify the Commission of any changes to the Company's entry on the Control Register of Charities.

23. NOTICES

- 23.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Governors) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice.
- 23.2 The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member. A member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to it, or an address to which notices may be sent in electronic form, 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.
- 23.3 A member present in person, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 23.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.
- 23.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

24. DISSOLUTION

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, unless it be a registered charity in which case such property shall be given or transferred to

some other charitable institution or institutions having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 28, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

25. INDEMNITIES FOR GOVERNORS

Subject to the provisions of, and so far as may be permitted by, the Statutes and if the Company is a registered charity the Charities Act 1993 but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company shall indemnify every Governor, auditor, or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his or her duties or the exercise of his or her powers or otherwise in relation to or in connection with his or her duties, powers or office, including any liability which may attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to anything done by him or her as a Governor, auditor or other officer of the Company.

26. RULES OR BYE-LAWS

26.1 The Governors may from time to time make such rules or bye-laws as they 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, it may by such rules or bye-laws regulate:

26.1.1 the rights and privileges of members, the entrance fees, subscriptions and other fees or payments to be made by members;

26.1.2 the conduct of members of the Company in relation to one another, and to the Company's servants;

26.1.3 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;

26.1.4 the procedure at general meetings and meetings of the Governors and committees constituted pursuant to Article 13 in so far as such procedure is not regulated by these Articles;

26.1.5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles,

- 26.2 The Company shall have power to alter or repeal the rules or bye-laws referred to in Article 26.1 and to make additions thereto. The Governors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye-laws made pursuant to this Article 26 which, so long as they shall be in force, shall be binding on all members.

27. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

- 27.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes.

- 27.2 Subject to any requirement of the Statutes documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

28. BENEFITS TO MEMBERS AND DIRECTORS

- 28.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company, (save (i) to a member which is a charity; or (ii) unless the Company is a registered charity to the extent as would not infringe section 60 Companies Act 2006; AND (iii) that a member who is not also a Governor may receive benefit from the Company in their capacity as beneficiary and/or receive reasonable and proper remuneration for any goods or services supplied to the Company) PROVIDED THAT nothing herein shall prevent any payment by the Company in the best interests of the Company if the Governors follow the procedure and observe the conditions set out in Article 28.2 and if one of the following conditions applies:

- 28.1.1 if the Company is a registered charity (but not otherwise) no Governor shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company unless the Governors first obtain the prior written approval of the Charity Commission;

- 28.1.2 the payment is of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its board of Governors) for any services rendered to the Company;
 - 28.1.3 the payment is of interest on money lent by any member of the Company or of its governing board at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the governing board;
 - 28.1.4 the payment is of reasonable and proper rent for premises demised or let by any member of the Company or of its Governors;
 - 28.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any company of which Governor may also be a member holding not more than 1% (one percent) of the capital of that company;
 - 28.1.6 the payment is to any Governor of reasonable out-of-pocket expenses;
 - 28.1.7 the payment is to any Governor in their capacity of a beneficiary of the Company;
 - 28.1.8 the payment is to a Governor under a contract for the supply of goods or services to the Company, other than for acting as a Governor;
 - 28.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of the Governors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Governors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Governors did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governors.
- 28.2 The Company and its Governors may only rely upon the authority provided by Article 28.1.1 if each of the following conditions is satisfied:
- 28.2.1 the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances;

- 28.2.2 the Governor is absent from the part of any meeting at which there is discussion of:
 - 28.2.2.1 his employment or remuneration, or any matter concerning the contract; or
 - 28.2.2.2 his performance in the employment, or his or her performance of the contract; or
 - 28.2.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under Article 28.3; or
 - 28.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by Article 28.3;
- 28.2.3 the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting;
- 28.2.4 the other Governors are satisfied that it is in the interests of the Company to employ or to conduct with that Governor rather than with someone who is not a Governor. In researching that decision the Governors must balance the advantage of employing a Governor against the disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest);
- 28.2.5 the reason for their decision is recorded by the Governors in the minute book;
- 28.2.6 a majority of the Governors then in office have received no such payments.
- 28.3 The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:
 - 28.3.1 a partner;
 - 28.3.2 an employee;
 - 28.3.3 a consultant;
 - 28.3.4 a director; or

28.3.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

We, the subscribers to these Articles of Association, wish to be joined into a Company, in pursuance of these Articles.

Name and address and description of Subscriber
Central Manchester University Hospitals NHS Foundation Trust Cobbett House Manchester Royal Infirmary Oxford Road Manchester M13 9WL
The Christie NHS Foundation Trust Wilmslow Road Manchester M20 4BX
Manchester Mental Health and Social Care Trust Chorlton House 70 Manchester Road Chorlton-com-Hardy Manchester M21 9UN
Salford Primary Care Trust St James' House Pendleton Way Salford M6 5FW
Salford Royal NHS Foundation Trust Stott Lane Salford M6 8HD
The University of Manchester Oxford Road Manchester M13 9PL
University Hospital of South Manchester NHS Foundation Trust Manchester NHS Foundation Trust Wythenshawe Hospital Southmoor Road Manchester M23 9LT

Dated: 19 November 2009