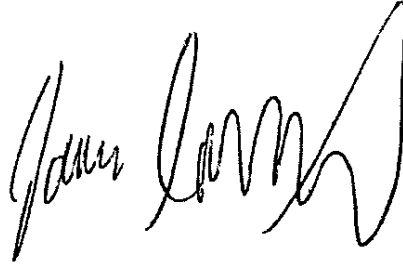


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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BETTERTOGETHER LIMITED (the "Company")

(Adopted by special resolution passed on 20/06/2016)

WEDNESDAY



R5AMWWHF
RM 06/07/2016 #71
COMPANIES HOUSE

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires,

Act: means the Companies Act 2006,

Appointor. means a director who appoints an alternate director to act in his absence at meetings,

Articles: means the Company's articles of association for the time being in force,

bankruptcy includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business,

Conflict means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company,

Council means The Mayor and Burgesses of the London Borough of Newham of Newham Town Hall East Ham London E6 2RP

Council Veto. means the veto which the Council can apply whilst a Member or the Company to prevent a vote by Members on the matters listed in Schedule 2

CQC: means the Care Quality Commission or such successor body appointed by the Government

CQC guidance: means the CQC Guidance entitled 'Regulation 5 Fit and Proper Persons directors and Regulation 20, duty of candour Guidance for NHS Bodies November 2014' or such other guidance as may be issued from time to time,

director: means a director of the Company and includes any person occupying the position of director, by whatever name called,

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act,

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 10, any director whose vote is not to be counted in respect of the particular matter),

Interested Director: has the meaning given in *article* 10 1,

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly, and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles,

ordinary resolution: has the meaning given in section 282 of the Act,

participate: in relation to a director's meeting, has the meaning given in Model Article 10,

proxy notice: has the meaning given in Model Article 31,

Reg 5 means regulation 5 of the Health and Social Care Act 2008 (**Regulated Activities**) **Regulations** 2014 relating to fit and proper persons or such other regulations as may be issued from time to time,

Reserved Matters: means those matters listed in Schedule 1 which require the agreement of at least 75% of the members voting at a meeting at which the proposal concerning those matters is proposed

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary (if any),

special resolution: has the meaning given in section 283 of the Act,

subsidiary: has the meaning given in section 1159 of the Act,

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision
- 1 6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

1 8 The following Model Articles shall not apply to the Company

- (a) 1 (Defined terms),
- (b) 2 (Liability of Members),
- (c) (1) and (3) (Calling a directors' meeting),
- (d) 11(2) and (3) (Quorum for directors' meeting),
- (e) 13 (Casting vote),
- (f) 14 (1), (2), (3) and (4) (Conflicts of interest),
- (g) 17(2) (Methods of appointing directors),
- (h) 21 (Applications for membership),
- (i) 30(2) (Poll votes),
- (j) 31(1)(d) (Content of proxy notices);
- (k) 41 (Indemnity),
- (l) 42 (Insurance)

1 9 Model Article 3 (Directors' general authority) shall be renumbered 3 1 and amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business"

1 10 A new Article 3 2 shall be inserted " The Directors shall not take any decision in relation to the Reserved Matters specified in Schedule 1 but shall instead refer the Reserved Matters to a meeting of Members for decision

1 11 Model Article 7 (Directors to take decisions collectively) shall be amended by

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a), and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

1 12 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary if any" before the words "properly incur"

2. OBJECT

The object for which the Company is established is to relieve disability especially (but without limitation) by providing or facilitating accommodation, care and support to or for persons with physical, sensory learning or other disablement or other special needs so as to improve their lives and assist their integration into the community and by providing or facilitating appropriate support for their carers. The Company will be non-party in politics and non

sectarian in religion and will not discriminate on the grounds of sex, sexual orientation, race or opinion. The company is to provide social and other benefit predominantly but not exclusively within the London Borough of Newham

Powers

In pursuance of the object set out in article 2, the Company has the power to

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets subject to such action by the board not exposing the company under the terms of existing legal agreements entered into ,
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- (d) subscribe for, take, buy 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 government or authority in any part of the world,
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- (f) advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way,

- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- (h) enter into contracts to provide services to or on behalf of other bodies,
- (i) provide and assist in the provision of money, materials or other help,
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- (k) incorporate subsidiary companies to carry on any trade, and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2

3. INCOME

- 3.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects and to make a donation at the discretion of the directors to a charity aligned to its company objects
- 3.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise Nothing in these Articles shall prevent any payment in good faith by the Company of
 - (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate,
 - (c) reasonable and proper rent for premises demised or let by any Member or director; or
 - (d) reasonable out-of-pocket expenses properly incurred by any director

4 WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to charity aligned to its company objects Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution

5 GUARANTEE

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 he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves

6. COUNCIL VETO

6.1 The Council may in its absolute discretion veto any decision of the directors in connection with any matter referred to in Schedule 2

6.2 Before deciding any matter referred to in Schedule 2 the Directors must first seek the view of the Council Member who must respond within 5 working days indicating its intention to veto the proposed decision or not and if the Council Member is minded to veto the decision then the Directors and Council Member must discuss the matter further if the Directors are of the reasonable opinion that failure to take the decision would adversely impact on the Company's business

7 CALLING A DIRECTORS' MEETING

7.1 Any director may call a directors' meeting by giving not less than five Business Days notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice

7.2 Notice of a directors' meeting shall be given to each director in writing unless they agree to waive that requirement

7.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting

8 QUORUM FOR DIRECTORS' MEETINGS

8.1 The quorum for the transaction of business at a meeting of directors is any two Eligible Directors one of whom must be an appointee of the Council

- 8.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the Members to appoint further directors

9. CASTING VOTE

- 9.1 If the directors cannot agree to determine a proposal at a meeting having attempted to decide the matter the matter shall be adjourned to another meeting to be held as soon as practicable which shall be attended by the full board. If resolution is not possible at the subsequent meeting then an Extraordinary meeting of Members shall be summoned for them to determine the matter

10. DIRECTORS' CONFLICTS OF INTEREST

- 10.1 A director may not vote or take part in any business at a board meeting at which he has a conflict of interest. If the Council Director has a conflict of interest in relation to any business at a Board meeting he must appoint an alternate who does not have a conflict of interest to attend that meeting on his behalf for that item of business

11. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

12. NUMBER OF DIRECTORS

- 12.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be no more than seven but there shall be one director appointed to represent each of the classes of Member specified in Schedule 3 (each of whom shall be nominated by that class of member in accordance with the Rules), a Managing Director and a Finance Director nominated by the Council. At no time shall the Directors number less than two
- 12.2 No Director may be appointed who fails to meet the requirements Reg 5 or of the CQC in the CQC Guidance and if at any time a Director fails to meet the

requirements of the CQC Guidance and/or Reg 5 then he shall be deemed to have resigned and the class of Member he represents may elect another director For the avoidance of doubt the Board may without further reference to the Membership or the Council dismiss and bar from any meetings any director who fails to meet the above requirements

13 DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR

In any case where, a Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership has the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director of the Company

14 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 14.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor

- 14.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors

- 14.3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice

15 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 15.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor

15.2 Except as the Articles specify otherwise, alternate directors are

- (a) deemed for all purposes to be directors,
- (b) liable for their own acts and omissions,
- (c) subject to the same restrictions as their Appointors, and
- (d) not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member

15.3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of article 15.3

15.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

15.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct

16 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- (c) on the death of the alternate's Appointor, or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason
- (e) If the alternate ceases or fails to meet the requirements of the CQC set out in the CQC Guidance and/or Reg 5

17. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

18. CHANGE OF COMPANY NAME

Subject to the Council's power of veto the name of the Company may be only be changed by a special resolution of the Members which will require the agreement of at least 75% of the Members eligible to vote at the meeting at which the special resolution is proposed

19. MEMBERSHIP

19.1 The Company shall admit to Membership an individual or organisation which

- (a) applies to the Company using the application process approved by the directors, and
- (b) is approved by the directors and
- (c) falls within one of the classifications of membership set out in Schedule 3

A letter or email shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary or a director

19.2 An applicant for Membership must be proposed by a director and such proposal must be seconded by another director

19.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so

19 4 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members

19 5 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members

20. CANCELLATION OF MEMBERSHIP

20 1 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members

21. EXPULSION OF MEMBER

21 1 The directors may terminate the Membership of any Member apart from the Council Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member

- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute, or
- (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or
- (c) has failed to observe the terms of these Articles and the Rules

Following such termination, the Member shall be removed from the Register of Members

21 2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member

21 3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him

DECISION MAKING BY MEMBERS

22. VOTES OF MEMBERS

Subject to the Act, at any general meeting

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote, and
- (b) every Member present in person (or by proxy) shall on a poll have one vote
- (c) The Council as Member shall have an absolute veto in respect of any matter voted upon that concerns any of the matters in Schedule 2 and may vote to prevent such matter being decided and if it does so vote that vote will override all other votes on the matter

23 POLL VOTES

- 23 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting
- 23 2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

24 PROXIES

- 24 1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 24 2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

25 MEANS OF COMMUNICATION TO BE USED

- 25 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was

posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day

- 25 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

26 **RULES**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members and nomination of director for Classes of Membership) If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail

27 **INDEMNITY AND INSURANCE**

- 27 1 Subject to article 27 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

- (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 27 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

27 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly

27 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

27 4 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

Schedule 1

Reserved Matters

Changing the name of the Company

The Removal of Directors of the Company except for misconduct

Granting any Power of Attorney

Any borrowing (other than in the usual course of business).

Acquiring any shares or membership in another company or forming any partnership.

Entering any transaction with any connected person except for contracts engaging Carers and Employees remuneration

Any change to accounting practices

Giving of any guarantee

Schedule 2

Matters over which the Council has a veto

Any matter resolving to commence a winding up except in the case of insolvency

Any matter to change the name of the Company

Any distribution of any surplus other than to a charity aligned to its company objects

Any alteration of the Articles of Association other than in compliance with legal requirements

Any matter proposing the removal of Council appointed Board members other than for misconduct or breach of their contract of engagement or if an officer that person ceasing to be an officer of the Council or if that person fails to meet the requirements of the CQC under the CQC guidance and or reg 5

Schedule 3

Classes of Membership

Council Member

The Mayor and Burgesses of the London Borough of Newham represented by a duly appointed officer

Employee Members

Any employee of the Company over 18 years old, who works for the Company more than 20 hours per week and who has completed his probationary period

Carer Members

Any person over 18 providing care to a person or persons, who has a contract for provision of such care with the company, provided that only one carer member may be admitted from each household in which the care is being provided

Customer Membership

Any person who is the subject of care provision under a contract with the Company for such care or if that person is not capable for any reason of exercising that membership his duly appointed advocate, nominee or attorney provided they are aged over 18