

THE COMPANIES ACTS 1985 AND 1989

5412941

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
NORTH DORSET DISABILITY INFORMATION SERVICE (NOLDDIS)
~~Insert name~~

1. Interpretation

In these articles:

"the Company" means the company intended to be regulated by ~~these articles~~,

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"the articles" means these Articles of Association of the Company;

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

"executed" includes any mode of execution;

"The Management Committee" and "member(s) of the Management Committee" means the Board of Directors and the Directors of the Company;

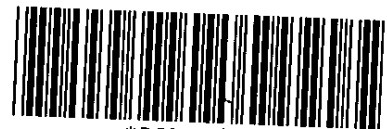
"the Memorandum" means the Memorandum of Association of the Company;

"office" means the registered office of the Company;

"the seal" means the common seal of the Company if it has one;

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary;

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"the United Kingdom" means Great Britain and Northern Ireland; and

Words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

2. Members

The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with these Articles shall be members of the Company.

3. Membership of the Company shall be open irrespective of age, disability, gender, politics, race, sexual orientation or religion to either one or more of the following classes:-

- (a) Individual Membership - individuals with disabilities living in ^{DORSET AND SURROUNDING AREAS} ~~define area~~, their carers/advocates or parents/guardians (in the case of children), advice line volunteers and other volunteers who support the work of the Company;
- (b) Group Membership - groups and organisations representing groups of people with disabilities with purposes similar to the purposes of the Company;
- (c) Associate Membership - any individual, group or organisation which has specialist knowledge, experience or skills which are relevant to the Company. An Associate Member shall not be a member of the Company for the purposes of company law.

4. Every person, group or organisation who wishes to become a member of the Company shall complete an application in the form required by the Management Committee.

5. Representation of Member Organisations

Each Group Member and institutional Associate Member shall appoint an individual to represent it and may appoint an alternate to replace its appointed representative if he or she is unable to attend a meeting of the Company. Each member organisation shall notify the Secretary of the Company of the name of its representative and of any alternate. If the representative or alternate resigns from or otherwise leaves the member organisation, he or she shall immediately cease to be the representative of the member organisation.

6. Subscriptions

The Management Committee may levy such subscriptions and at such rates as they think fit and may charge different rates for different classes of membership.

7. Termination of Membership

Membership may be terminated in any of the following ways:-

- (i) by the Member serving written notice on the Company of the intention to resign; or
- (ii) upon the Member failing to pay the appropriate subscription having received notice from the Management Committee stating that the subscription is overdue and requiring payment in not less than 28 days; or
- (iii) upon the Management Committee resolving by a two-thirds majority to terminate the membership of any individual or member organisation providing that:
 - (a) the individual concerned or the appointed representative of the member organisation concerned (as the case may be) shall have the right to be heard by the Management Committee, accompanied by a friend, before a final decision is made; and
 - (b) the individual or organisation concerned may apply to the Management Committee to be re-admitted to membership at any time after the Annual General Meeting of the Company following termination of membership and the Management Committee may at its discretion resolve to re-admit the individual or organisation.

8. Honorary Members

The Management Committee may invite individuals to become honorary members of the Company and may revoke honorary membership. The Management Committee may determine the rights and obligations of honorary members but an honorary member shall have no right to vote and shall not be a member of the Company for the purposes of company law.

GENERAL MEETINGS

9. Annual General Meeting

The Company shall hold an Annual General Meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15

months shall pass between the date of one Annual General Meeting and the next. It shall be held at such time and place as the Management Committee decides.

10. General Meetings

The Management Committee may call a General Meeting at any time and they shall call a general Meeting on receiving a requisition to that effect, signed by 10% of the members having the right to attend and vote at General Meetings. In default, the requisitionists may call a General Meeting in accordance with the Act.

11. Length of Notice

An Annual General Meeting and a General Meeting called to pass a Special Resolution shall be called by 21 clear days written notice. Any other General Meeting shall be called by 14 clear days written notice. But a General Meeting may be called by shorter notice if it is so agreed:-

- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and
- (b) in the case of any other General Meeting, by a majority representing not less than 95% of the members having a right to attend and vote at that meeting.

12. Contents of Notice

Every notice calling a General Meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an Annual General Meeting, the notice shall specify the meeting as such. If a Special Resolution is to be proposed, the notice shall contain a statement to that effect.

13. Service of Notice

Notice of General Meetings shall be given to every member and to the Auditors of the Company either personally or by first class post at any address given by him or her for that purpose. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice of a General Meeting shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. Chairman

The Chairman, or in his or her absence the Vice-Chairman, shall preside at every General Meeting. If at any meeting they are not present, the members present shall elect a chairman to preside.

15. Quorum

No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. There shall be a quorum when at least one quarter of the persons entitled to attend and vote at the meeting or ten of their number, whichever is the greater, are present. If a quorum is not present within 30 minutes from the time appointed for holding a meeting, then:-

- (a) if the meeting was convened on the requisition of members it shall be dissolved;
- (b) if the meeting was convened by the Management Committee it shall be adjourned to such day, time and place as the Management Committee shall decide. If a quorum is not present at the adjourned meeting within 30 minutes from the time appointed for holding the meeting, the members present shall be a quorum.

16. Adjournment

The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if directed by the meeting), adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17. Notice of Adjourned Meeting

Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as for the original meeting. In any other case it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted.

18. Voting

At every General Meeting only Individual Members and Group Members may vote. Associate Members may attend meetings of the Company in an advisory and non-voting capacity.

19. Show of Hands

A resolution which is put to the vote of a meeting shall be decided on a show of hands, unless a ballot is demanded:-

- (a) by the chairman of the meeting; or
- (b) by at least 5 members present and entitled to vote.

Unless a ballot is demanded, a declaration by the chairman of the meeting that, on a show of hands, 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 Minute Book of the Company, shall be proof of the fact.

20. Ballot

A ballot demanded on the election of a chairman or on a question of adjournment shall be taken immediately. In any other case it shall be taken at a time and place and in a way that the chairman of the meeting shall direct. It shall not prevent the meeting from transacting any business other than the question on which a ballot was demanded. The result of the ballot shall be treated as being the resolution of the meeting at which the ballot was demanded.

21. Casting Vote

In the case of an equality of votes, whether on a show of hands or on a ballot, the chairman of the meeting shall be entitled to a second or casting vote.

MANAGEMENT COMMITTEE

22. Management of Affairs

- (a) The Management Committee shall manage the business of the Company and may pay all expenses incurred in the formation of the Company;
- (b) The Management Committee may use all the powers of the Company, except those powers which are required to be exercised by the Company in General Meeting. Any such requirement may be imposed either by the Act, or by these Articles, or by any regulation made by the Company in General Meeting. No such regulation shall invalidate any prior act of the Management Committee which would have been valid if that regulation had not been made.

23. Honorary Officers

At the Annual General Meeting of the Company the Individual Members and

representatives of Group Members shall elect from among themselves a Chairman, Vice Chairman, Secretary and Honorary Treasurer who shall hold office from the conclusion of that meeting. [Until the close of the first Annual General Meeting the following persons shall be the Honorary Officers of the Company:-

.....LINLEY VENTERS..... Chairman

.....EILEEN HADDLTON..... Vice Chairman

.....TREVOR STACEY..... Secretary

.....JOHN BELL..... Honorary Treasurer]

24. Composition of Management Committee

(i) The Management Committee shall consist of not less than ~~6~~² and not more than ~~9~~⁹ members and of whom not less than 51% shall be people with disabilities [or their carers].

(ii) The members of the Management Committee shall consist of:

(a) the Honorary Officers specified in Article 23 above;

(b) not less than ~~2~~² and not more than ~~4~~⁴ Individual Members or representatives of Group Members elected at the Annual General Meeting to hold office from the conclusion of that meeting until the close of the next Annual General Meeting. ~~[The following persons shall be deemed to be the first elected members of the Management Committee:-~~

~~insert names];~~

(c) not more than ~~3~~³ co-opted members (but so that the number of co-opted members shall not exceed one third of the members of the Management Committee). In exercising their power of co-option, the Management Committee shall have regard to the need to ensure that people with disabilities and people with intimate knowledge of disablement are adequately represented on the Management Committee.

All the members of the Management Committee, however appointed, are full members of the Management Committee with the right to vote.

Removed via
Special Resolution
on 29/5/19.

- (iii) All members of the Management Committee shall retire from office together at the end of the Annual General Meeting next after the date on which they came into office, but they may be re-elected or re-appointed ~~provided that no one shall serve on the Management Committee in one or several capacities for more than six consecutive years without vacating office for a year unless the members resolve at the Annual General Meeting to waive this restriction on the grounds of special circumstances, as long as a majority of those members attending and who are entitled to vote are in agreement.~~
- (iv) When electing the members of the Management Committee at the Annual General Meeting places shall be allocated as follows:
 - (a) The number of places for people with disabilities necessary to satisfy the requirement in paragraph (i) above (that is not less than 51% of the members of the Management Committee (including Honorary Officers) shall be people with disabilities [or their carers]) shall be allocated to the candidates with disabilities [or their carers] with the highest number of votes; and
 - (b) The remaining places will be allocated to the candidates with the highest number of votes (irrespective of disability).
- (v) Nobody shall be appointed as a member of the Management Committee who is under the age of 18 or who would, if appointed, be disqualified under the provisions of Article 25 below.
- (vi) Nominations for election as an Honorary Officer or an elected member of the Management Committee must be made by members of the Company in writing and must be in the hands of the secretary at least 14 days before the annual general meeting. Should nominations exceed vacancies, election shall be by ballot.

25. Termination of Membership of the Management Committee

A member of the Management Committee shall cease to hold office if he or she:-

- (i) is disqualified from acting as a member of the Management Committee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (ii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (iii) is absent without the permission of the Management Committee from all of their meetings held within a period of six months and the Management Committee resolves that his or her office be vacated;

- (iv) notifies to the Management Committee a wish to resign (but only if at least three members of the Management Committee will remain in office when the notice of resignation is to take effect);
- (v) is removed from office by a resolution of the Company in accordance with the Act.

26. Meetings and Proceedings of the Management Committee

- (i) The Management Committee shall hold at least four meetings each year. Meetings of the Management Committee may be called at any time by the Chairman or by any two members of the Management Committee upon not less than seven days' notice being given to the other members of the Management Committee of the matters to be discussed, but if the matters include the appointment of a co-opted member then not less than fourteen days' notice must be given.
- (ii) The Chairman shall act as chairman at meetings of the Management Committee. If the Chairman is absent from any meeting, the members of the Management Committee present shall choose one of their number to be chairman of the meeting before any other business is transacted.
- (iii) There shall be a quorum when at least one third of the members of the Management Committee, or three members of the Management Committee, whichever is the greater, is present.
- (iv) Every matter shall be determined by a majority of votes of the members of the Management Committee present and voting on the question but in the case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.
- (v) The Management Committee may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with these articles.
- (vi) The Management Committee may appoint one or more sub-committees consisting of such members of the Management Committee and such other persons as the Management Committee may think fit for the purpose of performing any function or duty which in the opinion of the Management Committee would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Management Committee and provided further that no sub-committee shall incur expenditure on behalf of the Company except in accordance

with the budget which has been approved by the Management Committee.

27. Vacancies

The Management Committee may act in spite of any vacancy, but if their number is reduced to less than the number prescribed as the quorum, the members of the Management Committee may only act for the purpose of filling up vacancies or summoning a General Meeting.

28. Validity of Acts

Acts done by the Management Committee or by any person acting as a member of the Management Committee shall be valid in spite of any defect in the appointment or continuance in office of any person acting as a member of the Management Committee.

29. Minutes

The Management Committee shall cause proper minutes to be made:-

- (a) of all appointments of officers made by the Management Committee;
- (b) of all proceedings and resolutions of meetings of the Company, the Management Committee and any sub-committees of the Management Committee, and of the names of persons present at such meetings.

Minutes of any meeting, if signed by the chairman of that meeting, or by the chairman of the next meeting shall be conclusive evidence of the facts stated therein.

30. Resolution in Writing

A resolution in writing, signed by all the members of the Management Committee shall be as valid and effective as if it had been passed at a meeting of the Management Committee duly convened and held. It may consist of several documents in like form, each signed by one or more members of the Management Committee.

31. Repayment of Expenses

Members of the Management Committee may be repaid by the Company for reasonable out of pocket expenses which they have properly incurred in connection with the affairs of the Company.

32. Observers

The Management Committee may confer on one or more charities, voluntary organisations or statutory authorities and on the staff of the Company the right to appoint an Observer to represent it at meetings of the Company and of the Management Committee. An Observer shall be entitled to receive notice of the meetings of the Company and of the Management Committee and to attend and speak (but not vote) at such meetings providing that the Management Committee may at any time require an observer to withdraw from meetings of the Management Committee.

33. Secretary

Subject to the provisions of the Act, the secretary shall be appointed by the Management Committee for such term, at such remuneration (if not a member of the Management Committee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

34. The Seal

The seal (if any) shall only be used by the authority of the Management Committee or of a committee of members of the Management Committee authorised by the Management Committee. The Management Committee may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the Management Committee and by the secretary or by a second member of the Management Committee.

35. Accounts

Accounts shall be prepared in accordance with the provisions of Part VII of the Act

36. Annual Report

The Management Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners.

37. Annual Return

The Management Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners.

38. Notice

Any notice required to be served on any member of the Company shall be in writing and shall be served by the secretary or the Management Committee on any member either personally or by sending it through the post in a pre-paid letter addressed to such member (or in the case of a member organisation to its appointed representative) at his or her last known address and any letter so sent shall be deemed to have been received within 3 days of posting.

39. Indemnity

The Management Committee may resolve pursuant to Clause 5 of the Company's Memorandum of Association to effect Indemnity Insurance notwithstanding their interest in such policy.

40. Every officer and auditor of the Company shall be indemnified out of the assets of the Company against all actions, costs, charges losses, damages and expenses which they may incur or sustain by doing their duty or supposed duty in their respective offices. None of them shall be answerable for the acts, receipts, neglects or defaults of the others or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any money or property belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices. The provisions of this Article shall only have effect in so far as they are not avoided by the Act

41. Winding Up

The provisions of Clause 8 of the Company's Memorandum of Association shall have effect as if it were repeated here.

5 Signature J. M. MARION

GUARANTEED

£1

Name MRS J. M. MARION

Address CHURCH FARM COTTAGE, MARGARET MARSH,
SHARTESBURY SP7 0AZ

Date: 26/01/05

WITNESS to the above signature:

Signature: 

Name: S P MCKERROW

Address: STEPPING STONES
WATERSIDE

Occupation: MGR E, WILTS, BA12 6EE

PROJECT MANAGER.

GUARANTEED

£1

6 Signature M. MILLER

Name: YVONNE MILLER

Address: 82 MAPLE WAY - GILLINGHAM, DORSET. SP8 4RR

Date: 26/01/2005

WITNESS to the above signature:

Signature: 

Name: S P MCKERROW

Address: STEPPING STONES
WATERSIDE

Occupation: MGR E, WILTS, BA12 6EE

PROJECT MANAGER.

7 Signature Evelyn M Carter.

GUARANTEED

81

Name EVELYN M CARTER

Address: 1 BUTSLEA MEAD STURMINSTER NEWTON DORSET DT10 1AY

Date: 26th January 2005

WITNESS to the above signature:

Signature: J R J BELL

Name: J R J BELL

Address: BERRY COTTAGE DONHEAD ST MARY
SHAFTESBURY SP7 9DB

Occupation: RETIRED ADMINISTRATOR

8 Signature Eileen Vera Haddleton

GUARANTEED

81

Name EILEEN VERA HADDLETON 31

Address: 31 FREANE WAY GIMMERTON DORSET SP8 4RA

Date: 26th January 2005

WITNESS to the above signature:

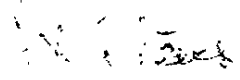
Signature: J R J BELL

Name: J R J BELL

Address: BERRY COTTAGE DONHEAD ST MARY
SHAFTESBURY SP7 9DB

Occupation: RETIRED ADMINISTRATOR

GUARANTEE

7 Signature 
Name TH STACEY
Address: SULTON BARN SULTON
DORSET
Date: 26 7.05

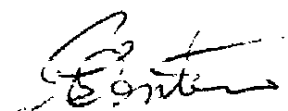
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WITNESS to the above signature:

Signature: 

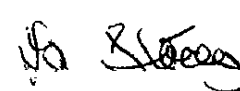
Name: SP MCKERROW
Address: STEPPING STONES
WATERSIDE, MERE,
WILTS, BA12 6EG
Occupation: PROJECT MANAGER.

GUARANTEE

8 Signature 
Name LINLEY VENTERS
Address: 11 BARNABY MEAD GILLINGHAM DORSET
SP4 4AL
Date: 11 March 2005

£1

WITNESS to the above signature:

Signature: 

Name: TH STACEY
Address: SULTON BARN SULTON GILLINGHAM DORSET
SP4 5DE
Occupation: RETIRED

3. Signature

Name

Address:

Date:

WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:

GUARANTEED

£1

4. Signature a hurry

Name MRS A LURY

Address: 7 SAXON RISE
WINTERBORNE STICKLAND

BLANDFORD FORUM - DORSET - DT11 0PP

Date: 26-1-05

WITNESS to the above signature:

Signature: *[Signature]*

Name: SP MCKERROW
STEPPING STONES

Address: WATERSIDE
HERE, WHITE, BA17 6EE

Occupation:

PROJECT MANAGER.