

**The Companies Acts 1985, 1989 & 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES of ASSOCIATION of**

**WILTSHIRE COMMUNITY CARE USER  
INVOLVEMENT NETWORK**

*(amended by special resolution 16th July 1997, 24 July 2008, 9 September 2010, 29<sup>th</sup> November 2018  
and 10<sup>th</sup> February 2021)*

**1 Interpretations**

1.1 In these Articles:

“The Acts” means the Companies Act 1985, the Companies Act 1989 (both as amended) and the Companies Act 2006, and any other amendments from time to time in force.

“The Network” means the above-named company.

“Secretary” means any person appointed to perform the duties of the Secretary of the Network.

“The Management Committee” means all those persons appointed to perform the duties of directors of the Network

“The seal” means the Common Seal of the Network.

“Users” shall mean disabled people with a physical or sensory impairment, learning difficulties, experience of the mental health system, and elders, and not through informal carers (in any instances), or people who use the Child Care services.

“In writing” shall be construed as including references to printing, photocopying, facsimile reproduction and other modes of representing or reproducing words in a visible form.

1.2 Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.

1.3 Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Acts.

**2. Objects**

2.1 The objects of the Network are:

(a) to advance education amongst community care professionals and amongst voluntary, statutory and private bodies concerning opportunities for involvement in health and social care;

(b) to promote involvement and to disseminate examples of good practice in involvement in health and social care provision.

2.2 In furtherance of the above, the Network shall have the following powers:

- (a) To take over the assets, activities and liabilities of the unincorporated association known as Wiltshire Community Care User Involvement Network;
- (b) To act as a Consultative Network for policy and planning issues relating to involvement in health and social care;
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Network may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Network may think necessary for the promotion of its objects;
- (d) To make appeals for money and to solicit subscriptions to the funds of the Network and to accept any gifts of real or personal property including those subject to any trust and / or conditions compatible with the objects of the Network and to undertake to carry out any such trust and / or conditions compatible with the objects of the Network;
- (e) To borrow or raise money for the Network on such terms and on such security as may be thought fit;
- (f) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be necessary to the promotion of the objects of the Network;
- (g) To establish and support or aid in the establishment and support of any company, society, co-operative, firm or other organisation the promotion of which shall in any way be calculated to advance directly or indirectly the objects or interests of the Network;
- (h) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm, or company carrying on any business which the Network is authorised to carry on;
- (i) To invest the monies of the Network not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law;
- (j) to enter into any partnership or joint-purse or profit-sharing arrangement with any organisation, company, firm or person carrying on or proposing to carry on any activities within the objects of the Network, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of any such company;
- (k) To obtain all necessary permits, licences or trade marks required for the purpose of enabling the Network to carry out its objects upon such terms and conditions as it may think fit;
- (l) to open and operate bank accounts and other facilities for banking;
- (m) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant easements, licences and other rights in or over, and in manner deal with or dispose or the undertaking and any or all of the property and assets for the time being of the Network for such consideration as the Network may think fit, subject to the provisions of clause 7;

- (n) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
- (o) To purchase or otherwise acquire or found and to carry on schools and training courses, and to run lectures, seminars, conferences and courses;
- (p) To establish, maintain or join and subscribe to any retirement benefit scheme for the benefit of any persons who are or were at any time employees of the Network or their dependants;
- (q) To make payments for social or charitable purposes connected or compatible with the objects of the Network;
- (r) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

2.3 The Network shall promote equality of opportunity for all sections of the community in its own affairs and in society generally.

### **3. Income and Property**

The income and property of the Network, however, obtained, shall be applied solely towards the promotion of the objects of the Network and no portion shall be paid or transferred directly or indirectly to any members of the Network, provided that nothing shall prevent any payment in good faith by the Network:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Network in return for any service actually rendered to the Network;
- (b) of interest on money lent by any member of the Network at a rate per annum not exceeding 2 per cent above the base lending rate of the Co-operative Bank plc for the time being;
- (c) of reasonable and proper rent for premises demised or let by any member of the Network;
- (d) as repayment of reasonable out-of-pocket expenses incurred by any member whilst acting on behalf of the Network.

### **4. Limitation of liability**

4.1 The liability of the members is limited.

4.2 Every member of the Network undertakes to contribute to the assets of the Network in the event of the same being wound up while s/he or it is a member or within one year after s/he or it ceases to be a member for payment of the debts and liabilities of the Network contracted before s/he or it ceased to be a member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

### **5 Winding up**

In the event of the winding up or dissolution of the Network, after the satisfaction of all its debts and liabilities, any assets remaining shall not be distributed amongst the members but shall be transferred to any organisation(s) having objects similar to or compatible with any of the objects of the Network as may be determined by a General Meeting or, if for any reason such assets are not so transferred, they shall be given for charitable purposes within the Network's area of benefit.

## **6 Members**

6.1. The first members of the Network shall be the subscribers to the Memorandum of Association. The Management Committee may at its discretion admit as members individuals, societies, companies, associations, local authorities and other statutory or voluntary bodies which support the objects of the Network as follows:

(a) Individuals who are users of community care and organisations which represent groups of community care users provided that their constitution ensures its management committee is controlled by users. Such persons and organisations shall be admitted as User members and shall become eligible to stand for election to the Management Committee upon the first years anniversary of the registration of their membership and not before;

(b) other individuals and organisations shall be admitted as Associate Members.

6.2 The Management Committee shall establish the appropriate category of membership for any applicant for membership and may change a member's category of membership in the event of a change in circumstances.

6.3 All User and Associate Members shall be treated as members of the Network for all purposes of these Memorandum and Articles of Association and of statute. The Network shall at all times ensure that a minimum of 51% of the User members are disabled people.

6.4 A corporate body or association which is a member shall appoint a deputy who shall during the continuance of her/his appointment be entitled to exercise in any General Meeting of the Network all such rights and powers as the member organisation would exercise if it were an individual person. The Network shall require such notification of an organisation's appointed deputy as the Management Committee may from time to time decide.

## **7 Register of Members**

7.1 The Network shall keep a Register of Members in which shall be recorded the name and address of every member, their category of membership, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to their name or address.

7.2. Every member shall be entitled to receive a copy of the Memorandum & Articles of Association of the Network at no charge.

## **8 Cessation of Membership**

8.1. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

8.2 A member shall cease to be a member immediately that s/he or it:

(a) resigns in writing to the secretary; or

(b) fails to pay the annual subscription for the time being in force (if any) within three months of its becoming due; or

(c) is expelled by the Management Committee for conduct prejudicial to the Network, provided that any member whose expulsion is proposed shall have the right to make representation to the meeting at which the decision is to be made; or

(d) dies, if an individual person; or

(e) is wound up or goes into liquidation, if a corporate body or association.

## **9 General Meetings**

9.1. The Network shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation.

9.2 The business of an Annual General Meeting shall comprise:

(a) the consideration of the Report and Accounts presented by the Management Committee;

(b) the election of Management Committee members;

(c) the fixing of annual subscriptions, if any;

(d) such other business as may have been specified in the notices calling the meeting.

9.3 The Management Committee may whenever they think fit convene a General Meeting, or a General Meeting may be convened by members of the Network, members who represent at least 5% of the total voting rights of all the members having a right to vote at general meetings, as provided by section 303 of the Companies Act 2006.

9.4. Decisions at General Meetings shall be made by passing resolutions. Decisions involving an alteration to the Memorandum or Articles of Association of the Network and other decisions so required from time to time by statute shall be made by Special Resolution. A Special Resolution is defined as one passed by a majority of not less than three fourths of those members of the Network present and voting at a General Meeting. All other decisions shall be made by Ordinary Resolution requiring a simple majority of those present and voting.

## **10 Notices**

10.1 All General Meetings shall be called by at least twenty-one clear days' notice. A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

10.2. Notice of every General Meeting shall be given in writing to every member of the Network, to the directors and to the auditors and to such other persons who are entitled to receive notice and shall be given in accordance with the provisions of Article 20.

10.3. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special or a resolution to remove a Management Committee member or the auditor, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified.

10.4 The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006.

10.5 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

## **11 Proceedings at General Meetings**

11.1. Except as provided in Article 11.2, User members shall have two votes, and Associate members one vote on any question.

11.2. No person other than a member duly registered or the deputy of an organisation which is a duly registered member, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Network in respect of her/his/its membership, shall be entitled to vote on any question at any General Meeting.

11.3 The Management Committee shall establish the appropriate category of membership for any applicant for membership and may change a member's category of membership in the event of a change in circumstances.

11.4. All User and Associate Members shall be treated as members of the Network for all purposes of these Memorandum and Articles of Association and of statute. The Network shall at all times ensure that a minimum of 51% of the User members are disabled people.

11.5 . A corporate body or association which is a member shall appoint a deputy who shall during the continuance of her/his appointment be entitled to exercise in any General Meeting of the Network all such rights and powers as the member organisation would exercise if it were an individual person. The Network shall require such notification of an organisation's appointed deputy as the Management Committee may from time to time decide.

11.6. No person shall debate or vote on any matter in which s/he has a personal financial or material interest which is not shared by a majority of others present at the meeting.

11.7. No business shall be transacted at a General Meeting unless a quorum of 5 members is present.

11.8. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Committee may decide and all members shall be given such notice as is practicable of the date and time of the adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum.

11.9. At any General Meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting a Vice-Chairperson shall preside, and in the event of her/his absence or unwillingness to act, the members present shall choose one of their number to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

11.10. 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 an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

11.11. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Network shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

11.12. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

11.13. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.

11.14. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson shall not have a second or casting vote and the resolution shall be deemed to be lost.

11.15. Subject to the provisions of the following Article, a resolution in writing signed by all the members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the same form each signed by one or more members.

11.16. A copy of any resolution passed under the preceding Article shall be sent to the Network's auditors who may require that the matter be brought to a General Meeting duly convened, in which case the resolution shall not have effect but shall be brought to such a General Meeting. If the auditors do not make such a request then the resolution shall have effect seven days after copy of it was received by the auditors or immediately if the auditors inform the Network that they do not require the matter to be brought to a General Meeting.

## **12 Register of Members**

12.1 The Network shall keep a Register of Members in which shall be recorded the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to their name or address.

12.2. Every member shall be entitled to receive a copy of the Memorandum & Articles of Association of the Network at no charge.

## **13 Management Committee**

13.1 The Network shall have a Management Committee or not less than six persons. The first members of the Management Committee shall be appointed by the subscribers to the Memorandum of Association.

13.2 The Management Committee shall be made up as follows:

(a) Not more than twelve persons who are User Members or deputies of organisations which are User Members of the Network, elected at a General Meeting;

(b) Not more than four persons who are Associate Members or deputies of organisations which are Associate Members of the Network, elected at a General Meeting; and

(c) The Network Convenor ex officio;

provided that at all times more than fifty one percent of the members of the Management Committee shall be User Members.

13.3 The Management Committee may co-opt any member of the Network or the deputy of any member organisation to fill a casual vacancy in the Management Committee and may co-opt no more than five members or deputies in addition to those elected under the provisions of the above Article.

13.4. Procedures for nominating and electing Management Committee members under the provisions of these Articles shall be determined and may be amended by the Management Committee from time to time. Subject to Article 13.7 below, a Management Committee member shall serve until the end of one calendar year her/his election or co-option but shall then be eligible for further election or co-option.

13.5. A member of the Management Committee shall declare an interest in and shall not debate or vote in respect of any contract in which s/he has a direct or indirect personal financial or material interest, whether directly or indirectly.

13.6. Any remuneration of members of the Management Committee shall only be in respect of services actually rendered to the Network. Members of the Management Committee may also be paid all reasonable expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Network or in connection with the business of the Network.

13.7. The office of member of the Management Committee shall be immediately vacated if s/he:

(a) ceases to be a member or is the deputy of an organisation which ceases to be a member; or

(b) is the deputy of a member organisation and that organisation removes or replaces her/him as their deputy; or

(c) being a co-opted member of the Management Committee, is removed or replaced by the Management Committee; or

(d) resigns her/his office in writing to the Network; or

(e) in the opinion of the Management Committee, fails to declare her/his interest in any contract as required by these articles ; or

(f) is absent from three successive meetings of the Management Committee during a continuous period of twelve months without special leave of absence from the Management Committee and they pass a resolution that s/he has by reason of absence vacated office; or

(g) becomes bankrupt or of unsound mind; or

(h) is removed from office by resolution of the Network in General Meeting in accordance with Section 168 of the Companies Act 2006; or

(i) ceases to hold office by reason of any disqualification order made against her/him; or

(j) in the written opinion of a medical practitioner having care of him/her is likely to be unable, by reason of illness or injury, to fulfil his/her duties for a period of more than three months in which case he/she shall be deemed to have resigned his/her office.



## **14 Powers and Duties of the Management Committee**

14.1. The business of the Network shall be managed by the Management Committee who may pay all expenses of the formation of the Network as they think fit and may exercise all such powers of the Network as may be exercised and done by the Network and as are not by statute or by these Articles required to be exercised or done by the Network in General Meeting.

14.2. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Network shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Management Committee shall from time to time decide.

14.3. Without prejudice to its general powers, the Management Committee may exercise all the powers of the Network to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Network or of any third party.

## **15 Proceedings of the Management Committee**

15.1. Members of the Management Committee shall elect from amongst their own number honorary officers to include a Chairperson and Vice-Chairpersons, and may at any time remove or replace such officers.

15.2. The Management Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit.

15.3. Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall not have a second or casting vote and the resolution shall be deemed lost. All Management Committee members shall have one vote regardless of membership status.

15.4. An honorary officer may, and the Secretary at the request of two or more members of the Management Committee shall summon a meeting of the Management Committee by giving or sending reasonable notice in writing to all its members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.

15.6. The quorum necessary for the transaction of business of the Management Committee shall be four members of the Management Committee.

15.7. The Management Committee may act regardless of any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number of members of the Management Committee to that number, or of summoning a General Meeting of the Network, but for no other purpose.

15.8. At any meeting of the Management Committee where the Chairperson is not present within twenty minutes of the time appointed for the meeting a Vice-Chairperson shall preside, and in the event of her/his absence or unwillingness to act, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

15.9. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:

(a) the name and date of all persons appointed to office;

(b) the names of the members of the Management Committee, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Network;

(c) minutes of all proceedings and resolutions at all General Management Committee and Sub-Committee meetings of the Network;

(d) all applications of the Seal to any document.

15.10 All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee.

15.11. The Management Committee may delegate any of their powers to Sub-Committees consisting of such members of their body and others as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee provided that at all times fifty one percent of the membership of any policy sub-committee consists of user members who are disabled people.

15.12. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any member of the Management Committee or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

15.13. A resolution in writing, signed by all the members of the Management Committee who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several documents in the same form each signed by one or more members of the Management Committee.

15.14 The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

## **16 Secretary**

16.1. The Management Committee shall appoint a Secretary of the Network for such term at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them.

16.2 A provision of the Acts or these Articles requiring or authorising a thing to be done by or to a member of the Management Committee and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

## **17 The Seal**

17.1. If the Network should have a Seal, it shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a member of the Management Committee and shall be countersigned by the Secretary or by a second member of the Management Committee. Every such application of the Seal shall be minuted.

## **18 Accounts**

18.1. The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:

- (a) all sums of money received and expended by the Network and the matters in which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Network;
- (c) the assets and liabilities of the Network.

18.2 Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Network's affairs and explain its transactions and are prepared in accordance with the Acts and all other applicable law.

18.3. The accounts shall be kept at the Registered Office of the Network, or, subject to the Acts, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members and officers of the Network.

18.4. The Management Committee shall from time to time, in accordance with the Acts, cause to be prepared and to be circulated to members of the Network such income and expenditure accounts, balance sheets, and any reports required be so circulated.

## **19 Indemnity**

19.1. Every member, Director, Secretary, auditor and other officer for the time being of the Network shall be indemnified out of the assets of the Network against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Network.

19.2 In this article a director means any director or former director of the Company.

## **20 Content of proxy notices**

20.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which -

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Network in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.

20.2 The Network may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

20.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

20.4 Unless a proxy notice indicates otherwise, it must be treated as -

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

20.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Network by or on behalf of that person.

20.6 An appointment under a proxy notice may be revoked by delivering to the Network a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

20.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

20.8 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **21 Means of communication to be used**

21.1 Subject to these articles, anything sent or supplied by or to the Network under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Network.

21.2 Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

21.3 Any notice to be given to or by any person pursuant to these articles:

(a) must be in writing; or

(b) must be given in electronic form.

21.4 The Network may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member's address.

(e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

21.5 A member who does not register an address with the Network or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Network.

21.6 A member present in person at any meeting of the Network shall be deemed to have received notice of the meeting and of the purposes for which it was called.

21.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

21.8 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

21.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

- (a) 48 hours after the envelope containing it was posted; or
- (b) in the case of an electronic form of communication, 48 hours after it was sent.

## **22 Written resolutions**

22.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to every eligible member;
- (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

22.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

22.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.