

The Companies Acts 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
North and South Essex Local Medical Committees Limited (the "Company")**

INTERPRETATION

In this Memorandum:

Agreement	The Agreement between North & South Essex Local Medical Committees and the Company for the provision of work by the Company.
Committee	North & South Essex Local Medical Committees
Committee Members	A person elected or co-opted onto the Committee in accordance with the provisions of this constitution together with the Secretary who if an Appointed Secretary shall be a non-voting member
Company Members	Members of the North & South Essex Local Medical Committees Limited
Company	North & South Essex Local Medical Committees Limited
Contractor	A medical practitioner holding a Medical Services Contract with a Primary Care Trust
Constitution	Means the current constitutions of the North & South Essex Local Medical Committees
Medical Services Contract	General Medical Services contract, Personal Medical Services Contract or Primary Medical Services contract
Observers	Any such persons as invited by the Company as it thinks fit to attend the whole or any part of a Company meeting
PCT	The relevant Primary Care Trusts or any successors
Primary Medical Services	Those medical services provided within the area which can only be provided by doctors holding a PMETB certificate or its equivalent or those undertaking a formal programme of training for such a certificate
Represented Members	Being either a medical practitioner providing general medical services, Primary Medical Services or personal medical services in the area
The Act	The National Health Service Act 2006

1. The name of the Company is North & South Essex Local Medical Committees Limited.
2. The Registered Office of the Company will be situated in England and Wales.
3. The Company's object is to perform all or part of the activities of the Committees in respect of the obligations agreed and set out in writing within the Agreement, including but not limited to, any agreed addendums and variations to that Agreement.
4. In accordance with the Agreement and in furtherance of the objects of the Company the following specific powers shall be exercised by the Company:
 - i. To manage and administer the electoral process of the Committee and use best endeavours to ensure that the electoral process is fair and equitable across each Constituency and that each class of Represented Member is fairly and equitably represented;
 - ii. To exercise such discretion as the Company thinks fit in inviting any Observers as necessary to attend any meeting of the Company;
 - iii. To ensure that all meetings are properly called and constituted in accordance with the Constitution and that a discretion is exercised in terms of the invitation of Observers or in deciding that the proceedings must take place in camera;
 - iv. To keep proper minutes and notes of all meetings of the Company;
 - v. To consider and specifically deal with matters arising under section 97 of The Act in particular as follows:-
 - a. the consideration of any complaint made to the Committees (or the Company direct) by any medical practitioner against a medical practitioner specified below providing services under a contract in the relevant area, which shall involve any question concerning the efficiency of those services;
 - b. to report on the outcome of any such complaint, after consideration, to the PCT with whom the contract is held in cases where that consideration gives rise to concerns relating to the efficiency of services provided under a contract;
 - c. arranging for the medical examination of any medical practitioner as specified below, where the Contractor or the PCT is concerned that the medical practitioner is incapable of adequately providing services under the contract and it so requests with the agreement of the medical practitioner concerned;
 - d. considering the report of any medical examination arranged in accordance with (c) above and making any written reports as necessary relating to the capability of the medical practitioner of adequately providing services under the contract to the medical practitioner concerned, the Contractor and the PCT with whom the Contractor holds a contract;
 - e. the medical practitioner referred to in paragraphs a, c and d above is a medical practitioner who is either;
 - a general medical practitioner;

- one of two or more individuals practising in partnership who hold a Medical Services Contract or;
 - a legal and beneficial shareholder in a Company who holds a Medical Services Contract
- vi. To delegate from time to time any of the functions of the Company or under these objects, with or without restrictions or conditions to any individual, Committee, or persons composed of Company Members;
 - vii. Preparation of reports of the proceedings of the Company together with statement of accounts to be circulated to all those names listed in the Register of Represented Members ;
 - viii. To administer and implement any such funds as obtained from the Committee for the purpose of carrying out the objects of the Company or any of them and defraying the expenses incurred in carrying out the objects of the Company on any terms the Company may think fit and either subject or not subject to repayment on any contingency;
 - ix. To undertake, encourage and support every form of publicity and advertising calculated to promote directly or indirectly any of the objects of the Company;
 - x. To carry on any negotiations with or between and to liaise and enter into arrangements with or act on behalf of any Represented Member vis a vis any Primary Care Trusts or authority whether national, local, municipal or otherwise or any corporations, agents, employees, or persons acting in respect of the same;
 - xi. To encourage and assist in the development of services, activities, and amenities to Represented Members and to undertake and support all forms of research calculated directly or indirectly and on proper consideration to implement the same;
 - xii. To employ, organise and or train persons engaged in the provision of services in relation to these objects to Represented Members on any such terms and conditions as the Company deems fit;
 - xiii. To purchase, take on lease, hire, or use real or personal property, and any rights or privileges necessary or convenient for the purposes of the Company, and to enter into any agreements, and so far as the Company may think desirable, to take over and carry out any agreement which may have been made, and to pay for any service which may have been rendered, prior to the formation of the Company for any of the objects of the Company and of which the Company will obtain the benefit;
 - xiv. To use, or let on lease or otherwise, or to permit the use and occupation of all or any part of the property of the Company for the purposes of the Company or for such purposes calculated to promote the objects of the Company as may be considered advisable;
 - xv. To pay all expenses of and preliminary or in any way relating to the formation, establishment and registration of the Company;
 - xvi. To invest the monies of the Company not immediately required for its 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 may be for

the time being imposed or required by law and subject also as hereinafter provided;

- xvii. To borrow money with or without security and in particular upon bonds, bills, pre notes or other obligations or securities of the Company, or upon its property and effects or any part thereof or in such other manner as the Company shall think fit, and to make, accept, endorse and execute promissory notes, bills of exchange or other negotiable instruments;
- xviii. To make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence default or breach of duty or trust (so far as permitted by law);
- xix. To make payments and maintain as appropriate any other necessary insurance including but not limited to building and contents insurance, occupiers liability etc;
- xx. To grant pensions, allowances, gratuities and bonuses as the Company sees fit to employees or ex-employees of the Company or the dependents or connections of such persons, to establish and maintain any trusts, funds or schemes (whether contributory or non contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections;
- xxi. To enter into partnership, joint venture or other arrangement with any third party or individual to provide any service beneficial and directly related to Represented Members;
- xxii. Organising and implementing conferences and training with regard to any relevant contractual changes and national policy.

Provided always as follows:

1. The Company shall not carry out any of its objects or perform any activity outside the United Kingdom;
2. In the event the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with, or invest the same in such manner as allowed by law, having regard to such trusts;
3. The Company shall not support with its funds, any objects or endeavour to impose on or procure to be observed by its members or others, any regulations, restrictions or condition which if an object of the Company would make it a Trade Union;
4. The income and property of the Company howsoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. Provided that nothing herein, shall prevent the payment to any member officer or servant of the Company of any sum due to him as a result of any bone fide commercial transaction with the Company, or in respect of any agreed salary as an employee or out of pocket expenses incurred by him in pursuance of his duties on behalf of the Company;
5. The liability of the Members of the Company is limited;

6. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he is a member, or within 1 year afterwards, for payments of the debts and liabilities of the Company contracted before the time at which he ceases to be a member of the Company. This includes costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as maybe required not exceeding One Pound Sterling;
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be paid to the North & South Essex Local Medical Committees or if the LMC or its equivalent is no longer in existence, shall be devoted to some public object or objects, charitable or otherwise for the benefit of Represented Members to be determined by the Company, in such shares or proportions and in such manner as shall be fixed by the members of the Company, at or before the time of it being wound up, and if so far as effect cannot be given to the forgoing provisions, then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTION OF DIRECTORS & COMPANY SECRETARY

(Company Secretary) _____

Address:

(Company Director) _____

Address:

(Company Director) _____

Address:

DATED this [] day of [] 2007

Witness to the above signatures:-

Name: Signature: _____

Address: