

Company No: 2332283

**THE COMPANIES ACTS 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMBERS' WRITTEN RESOLUTION**  
**(Section 288 Companies Act 2006)**  
**OF**  
**THE WASTE MANAGEMENT INDUSTRY TRAINING AND ADVISORY BOARD**  
**(the "Company")**  
**CHANGE OF ARTICLES OF ASSOCIATION**

The following resolution was duly passed as a written resolution of the Company on 12<sup>th</sup> February 2018. The resolution was passed as a Special Resolution

**SPECIAL RESOLUTION**

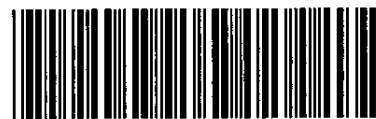
THAT the articles of association contained in the document attached to this Resolution and initialled for the purposes of identification be and hereby are approved and adopted as the new articles of association of the Company (the "New Articles") in substitution for and to the entire exclusion of the existing articles of association.

L. Bowles

L Bowles

Company Secretary

WEDNESDAY



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COMPANIES HOUSE

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**A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**THE ARTICLES OF ASSOCIATION  
OF  
THE WASTE MANAGEMENT INDUSTRY TRAINING AND ADVISORY BOARD**

Registered Number: 2332283

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# **COMPANY NOT HAVING A SHARE CAPITAL**

## **ARTICLES OF ASSOCIATION**

**OF**

### **THE WASTE MANAGEMENT INDUSTRY TRAINING AND ADVISORY BOARD (THE "COMPANY")**

#### **1 PRELIMINARY**

1.1 The regulations referred to in regulation 3, and set out in schedule 2, of The Companies (Model Articles) Regulations 2008 (the "Model Articles") apply to the Company except to the extent that they are excluded and modified by these Articles, and are to the exclusion of all other regulations and Articles.

1.2 In these Articles:

**"Act"** means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

**"Articles"** means these articles of association of the Company

**"Clear Days"** in relation to the period of a notice means that period excluding the day when the notice is sent or deemed to be given and the day when it is received or on which it is to take effect

**"Board of Directors"** means those persons appointed as Directors of the Company in whom the management of the Company is vested

**"Director"** means a duly appointed director of the Company

**"Member"** means any member of the Company from time to time as defined in section 112 of the Act

**"Office"** means the registered office of the Company

**"Rules"** means the rules and regulations of the Company for the time being in force (if any)

**"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.

1.3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company.

1.4 Reference to the male gender shall be deemed to include reference to the female gender and vice versa and references to the singular shall include the plural and vice versa.

## **2 REGISTERED OFFICE**

- 2.1 The registered office of the Company will be situated in England and Wales.

## **3 OBJECTS**

- 3.1 The objects for which the Company is established (the "**Objects**") are to advance education in the sciences of waste management, waste disposal (including waste contracting, processing, management, recycling and transportation) and ancillary sectors including but not limited to facilities management (together the "**Relevant Sectors**"), for the public benefit in both the United Kingdom and worldwide.

- 3.2 In furtherance of the Objects but not otherwise the Company shall have the power in both the United Kingdom and worldwide (subject always to applicable legislation):

- 3.2.1 to determine and advise upon the policy and standards of qualifications and the associated education and training for persons concerned with or engaged in the Relevant Sectors;
- 3.2.2 to promote and support the education, training and qualification of all persons employed or seeking employment in the Relevant Sectors;
- 3.2.3 to decide on the educational, training and experience content of the educational courses to be undertaken by such persons as are referred to in Article 3.2.2 and supporting and approving such courses together with any assessment and/or examinations based on those courses which the Company determine to be requisite for such qualifications or certificates as the Company may approve;
- 3.2.4 to hold classes, conduct examinations, award certificates and diplomas, grant prizes and by any similar means assist in the education and training of persons engaged in the Relevant Sectors or persons carrying out research or study in the Relevant Sectors;
- 3.2.5 to determine and supervise the award of any such qualification or certificate, including monitoring and controlling the assessments and/or examinations and the awarding of the appropriate qualification certificates to such persons as the Company deems fit to hold the same;
- 3.2.6 to approve the applications of other institutions submitting education and training courses for approval by the Company as the Company from time to time thinks fit;
- 3.2.7 to promote and commission research into any matter relating to the policy and standards of qualifications and the education and training for employment or other engagement in the Relevant Sectors and to make the results of such research generally available for the benefit of the public;
- 3.2.8 to facilitate the interchange of knowledge respecting the Relevant Sectors and provide for the publication, dissemination and acquisition of information connected with the Relevant Sectors;
- 3.2.9 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and rights;

- 3.2.10 to construct, maintain and alter any houses, buildings or installations;
- 3.2.11 to accept any gift of property, whether subject to any special trust or not, for any purpose which is consistent with the foregoing Objects;
- 3.2.12 to make levies on the Members on such terms as the Company may from time to time determine;
- 3.2.13 to raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Company; to invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to any conditions; and to carry out any condition imposed on any gift which may be accepted provided always that such condition is consistent with the Objects of the Company and further provided that, unless authorised by a resolution of the Members at a General Meeting, the Company shall not, other than in the ordinary course of its business as an awarding body, undertake any trading activities in raising funds for its Objects;
- 3.2.14 to print and publish any newspapers, periodicals, books or leaflets and to commission or make films, audio, visual and other programmes for sale or lease;
- 3.2.15 subject to such consents as may be required by law to sell, lease, mortgage or otherwise deal with all or any part of the property or assets of the Company;
- 3.2.16 to borrow money for the purposes of the Company on such terms and on such security (if any) as may be thought fit and subject to such consents (if any) as are required by law;
- 3.2.17 to invest the funds of the Company 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 for the time being be imposed or required by law and subject also as hereinafter mentioned;
- 3.2.18 to undertake and execute any trusts or any contracts which the Company think fit for the purpose of attaining any of the Objects;
- 3.2.19 to confer and co-operate with other organisations and individuals who are engaged in work with the same or similar charitable objectives as those of the Company;
- 3.2.20 to subscribe to any local or other charities, and to make grants for any public purpose;
- 3.2.21 to establish and support, and to aid in the establishment and support of, any other company or organisation formed to promote all or any of the Objects;
- 3.2.22 to acquire or amalgamate with any charitable companies, institutions, societies or associates having objects wholly or in part similar to those of the Company and which prohibit payment of any dividend or profit to the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of the Members by these Articles;

- 3.2.23 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body which the Company is authorised to amalgamate with or acquire;
- 3.2.24 to pay, grant, send and advance money or give credit to such persons, firms or companies and on such terms as may seem necessary;
- 3.2.25 to make grants to facilitate the attendance by persons employed or otherwise engaged in the Relevant Sectors or intending to be engaged in the Relevant Sectors in the United Kingdom or elsewhere at courses organised by or on behalf of the Company;
- 3.2.26 to enter into any guarantees, contract or indemnity or suretyship and in particular, but not limited to, to guarantee or secure, whether by personal obligation or by charging all or any part of the property or assets of the Company, the performance of any obligations or commitments of any person;
- 3.2.27 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body which the Company is authorised to amalgamate with or acquire;
- 3.2.28 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licenses and the like;
- 3.2.29 to draw, make accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.2.30 to engage and pay any person or persons (not being a Member or a Director) whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and subject to the provisions of Article 4, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.2.31 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.2.32 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects PROVIDED THAT:
  - 3.2.32.1 in the event that 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;
  - 3.2.32.2 the Company's Objects shall not extend to the regulation of relations between workers and employees or organisations of workers and organisations of employers; and
  - 3.2.32.3 in the event that the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors of the Company shall

be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

3.2.33 to make such rules and regulations with regard to the affairs of the Company as it shall see fit so to do from time to time; and

3.2.34 to form, subscribe to and support in such manner as the Company shall see fit any subsidiary company of the Company.

3.3 The Company shall not be involved in any sector other than waste management, waste disposal or facilities management without the prior authorisation of the Members at a general meeting of the Company.

#### **4 INCOME AND PROPERTY**

4.1 The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in these Articles 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 the Members, and no Director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

4.1.1 of reasonable and proper remuneration to any individual (not being a member of the Board of Directors of the Company) who shall have personally undertaken for and on behalf of the Company any teaching or instruction for any of the purposes specified in Article 3 above;

4.1.2 of reasonable and proper remuneration to any officer or servant of the Company (not being a Director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or servant of the Company;

4.1.3 of interest on money lent by a Member or Director of the Company at a rate per annum not exceeding two percentage points more than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

4.1.4 to any Director of reasonable out-of-pocket expenses;

4.1.5 of reasonable fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a Director may be a shareholder holding not more than one hundredth part of the capital of such company;

4.1.6 of reasonable and proper rent for premises demised or let by any Member or any Director; or

- 4.1.7 of usual professional or other charges to any member of the Board of Directors of the Company being a solicitor or any other person engaged in any profession for work done by him or his firm when instructed by his co-members of the said Board of Directors so to act in that capacity on behalf of the Company, provided that such members shall not be present during any discussion, or be party to any decision, relating to such remuneration or instruction. Before giving such instruction, the Board of Directors must be satisfied that it is in the best interests of the Company to employ, or contract with, that Director rather than with someone who has no connection with the Company.

## **5 LIMITED LIABILITY**

- 5.1 The liability of the Members is limited.

## **6 WINDING UP OR DISSOLUTION**

- 6.1 Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 6.2 If on the winding up or dissolution of the Company there remains any property whatsoever after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members, but shall, in consultation with the Charity Commissioners, be given or transferred to some other body (whether or not it is a Member of the Company) having objects similar to those of the Company, or to another body the objects of which are charitable and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such body or bodies to be determined by the Members at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable body.

## **7 AMENDMENT TO THESE ARTICLES OF ASSOCIATION**

- 7.1 No addition, alteration or amendment shall be made to these Articles for the time being in force unless the same shall have been previously agreed by the Members at a general meeting of the Company and submitted to and approved by the Charity Commissioners, and no addition, alteration or amendment shall be made to such Articles which would cause the Company to cease to be a charity at law.

## **8 ACCOUNTS**

- 8.1 True accounts shall be kept of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined and the correctness thereof ascertained by one or more properly qualified auditors.

## **9 MEMBERS**

- 9.1 The sole Member of the Company as at the date of adoption of these Articles is the Chartered Institution of Wastes Management ("CIWM").
- 9.2 Every organisation, corporate or unincorporate, who wishes to become a Member shall deliver to the Company an executed application for membership in such form as the Members from time to time require.
- 9.3 No organisation, corporate or unincorporate, shall be admitted a Member of the Company unless recommended and approved by the existing Members, and such Members shall not be obliged to state any reasons for refusal of membership.
- 9.4 Each Member shall nominate a person to act as its representative in the manner provided in the Act. The representative shall have the right on behalf of the Member (to the extent to which the Member would if a person be entitled to do so) to attend general meetings of the Company and vote thereat, and generally to exercise all rights of membership on behalf of the Member. A Member may from time to time revoke the nomination of its representative. All such nominations and revocations shall be in writing and be delivered to the Secretary at the Office.
- 9.5 A Member may at any time resign from the Company by giving at least 30 Clear Days' written notice to the Company. If such notice expires after the financial year in which it is given then the Member giving such notice will be liable to pay the appropriate subscription for the following financial year. Such resignation shall not entitle the Member to any repayment of any subscription or levy paid in respect of any period.
- 9.6 Membership shall not be transferable.
- 9.7 In the event of a Member failing to pay the due subscription on the due date as provided for in Article 9.8 hereof then the membership of that Member shall be liable to be terminated by the other Members forthwith at their discretion and written notice sent to the Member confirming termination of membership.
- 9.8 Every Member shall pay to the Company such annual subscription as shall from time to time be recommended by the Board of Directors and agreed by the Members at an annual general meeting of the Company. The subscriptions shall be due and payable in advance on the 1st of April each year. In the event of a new Member joining the Company during the period of a year commencing the 1st of April such Member will pay a pro rata subscription for the remaining part of that year at the rate applicable as at the 1st of April. In all other respects all such payments shall be made at the times and in the manner prescribed by the Board of Directors. Subscriptions are not refundable under any circumstances.
- 9.9 The Company shall retain a register of Members which shall be conclusive as to membership.

## **10 GENERAL MEETINGS**

- 10.1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it.

- 10.2 Not more than 15 months shall lapse between the date of one annual general meeting of the Company and that of the next.
- 10.3 The annual general meeting in each year shall be held at such time and place as the Board of Directors shall appoint.
- 10.4 All general meetings other than annual general meeting shall be called extraordinary general meetings.
- 10.5 A general meeting of the Company may be called either by the Board of Directors or by a Member and, on the requisition of such a Member pursuant to the provisions of the Act, the Board of Directors shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition.

## **11 NOTICE OF GENERAL MEETINGS**

- 11.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least 21 Clear Days' notice. All other extraordinary general meetings shall be called by at least 14 Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed:
  - 11.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
  - 11.1.2 in the case of any other meeting, by majority in number of the Members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting all the Members.
- 11.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 11.3 The notice shall be given to all the Members and to the Directors and auditors.
- 11.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **12 PROCEEDINGS AT GENERAL MEETINGS**

- 12.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting of the Members of the Company shall be one Member.
- 12.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting if convened upon a requisition of Members shall be dissolved, and in any other case shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Board of Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present and entitled to vote shall be a quorum.
- 12.3 The President (or failing him the Vice President) shall preside as chairman of every general meeting of the Company but if neither the President nor a Vice President is present within 15 minutes after the time appointed for holding any such meeting and being willing to act, the

Members present shall elect one of their number to be chairman and, if there is only one Member present willing to act, he shall be chairman.

- 12.4 A Director shall be entitled to attend and speak at any general meeting.
- 12.5 The chairman may, with the consent of a 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 business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 12.6 A resolution put to the vote of a general meeting shall be decided on a show of hands. In the case of equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 12.7 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which that Member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

### **13 VOTES OF MEMBERS**

- 13.1 At a general meeting of the Members of the Company, every Member present and entitled to vote shall have one vote.
- 13.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 13.3 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer or if such appointer is a corporation under its common seal or under the hand of some officer duly authorised in that behalf and shall be in the following form (or in the form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

***THE WASTE MANAGEMENT INDUSTRY TRAINING AND  
ADVISORY BOARD***

*1, We,*

*of*

*being a Member of the above-named Company, hereby appoint*

*of*

*or failing him,*

of

*as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on*

*[date], and at any adjournment thereof.*

*Signed on*

*[date]*

- 13.4 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in the form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

**THE WASTE MANAGEMENT INDUSTRY TRAINING AND  
ADVISORY BOARD**

*1. We,*

*of*

*being a Member of the above-named Company, hereby appoint*

*of*

*or failing him,*

*of*

*as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on*

*[date], and at any adjournment thereof.*

*This form is to be used in respect of the resolutions mentioned below as follows:*

*Resolution No. 1      \*for                      \*against*

*Resolution No. 2      \*for                      \*against*

*\* strike out whichever is not desired.*

*Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.*

*Signed on*

*[date]*

- 13.5 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a solicitor as a true copy or in some other way approved by the Directors may:

- 13.5.1 be deposited at the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding

the meeting or adjourned meeting at which the person named in the instrument proposes to vote; and

13.5.2 an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

#### **14 NUMBER OF DIRECTORS**

14.1 Unless otherwise determined by special resolution, the number of directors shall be not less than 3 and not more than 9.

#### **15 POWERS OF BOARD OF DIRECTORS**

15.1 Subject to the provisions of the Act and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company, on behalf of the Company and shall report to the Members as appropriate.

15.2 No alteration of the Articles and no such direction shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made or that direction had not been given.

15.3 The powers given by Article 15.1 shall not be limited by any special power given to the Board of Directors by the Articles and a meeting of the Board of Directors at which a quorum is present may exercise all powers exercisable by the Board of Directors.

15.4 The Board of Directors may appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

15.5 The Board of Directors may invite such persons as it shall at its discretion determine to attend meetings of the Board of Directors or otherwise in the capacity of Observers and on such terms and conditions as the Board shall see fit but without at any time permitting such Observers the right to exercise a vote at any such meeting.

#### **16 DELEGATION OF THE POWERS OF BOARD OF DIRECTORS**

16.1 The Board of Directors may delegate any of its powers to any Committee consisting of at least one member of the Board of Directors and such other persons as they may think fit; any Committee so formed shall conform to any regulations that may be imposed on it by the Board of Directors and shall provide a written report of all acts and proceedings to the Board of Directors as soon as is reasonably practicable following any meeting of any Committee.

16.2 Prior to any meeting of any Committee the agenda papers for such Committee meeting will be circulated to the Board of Directors in time for any of them to make representations to the Committee if they so wish. A Committee may elect a chairman of its meetings, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to chair the meeting. A Committee may meet and adjourn as it thinks proper.

- 16.3 Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 16.4 The Board of Directors shall have the power to terminate the existence of any such Committee so appointed without the necessity of giving any reason therefor.

## **17 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 17.1 The Board of Directors shall be nominated by the Company's Members.
- 17.2 Any Member which nominates a Director may revoke the appointment of such Director and replace its nominated Directors at any time.
- 17.3 At each annual general meeting of the Company one third of the Directors shall each retire from office by rotation, or if their number is not three or a multiple of three, the number nearest to one third shall retire from office, but if there is only one director who is subject to retirement by rotation, he shall retire.
- 17.4 The Directors to retire by rotation shall be those who have been longest in office since their latest appointment or re-appointment, but as between persons who became or were last re-appointed Directors on the same day, those to retire shall (unless the Board of Directors otherwise agrees among itself) be determined by lot.
- 17.5 If the Company, at the meeting at which a Director retires by rotation, does not fill a vacancy the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.
- 17.6 Subject to the provisions of Article 17.1, no person other than a Director retiring by rotation shall be appointed or re-appointed a Director at any general meeting unless he is recommended or nominated by a Member.
- 17.7 Not less than 7 nor more than 28 Clear Days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Members for appointment or re-appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors.
- 17.8 Subject as aforesaid, the Members may by ordinary resolution appoint a person who is willing to act to be a Director to fill a vacancy.
- 17.9 Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

## **18 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 18.1 The office of a Director shall be vacated:

- 18.1.1 if he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;
- 18.1.2 as a consequence of the provisions of Article 17.2;
- 18.1.3 if he becomes bankrupt or enters into an arrangement or composition with his creditors;
- 18.1.4 if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
- 18.1.5 if by notice in writing to the Company, he resigns the office of Director;
- 18.1.6 if he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Board of Directors held during that period and the Directors resolve that his office be vacated; or
- 18.1.7 if he is removed from office by resolution duly passed under Section 168 of the Act.

## **19 EXPENSES OF DIRECTORS**

- 19.1 The Directors may be paid all travelling, hotel and other reasonable expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the Company or otherwise in connection with the discharge of their duties.

## **20 PROCEEDINGS OF THE BOARD OF DIRECTORS**

- 20.1 Subject to the provisions of the Articles, the Board of Directors may regulate their proceedings as they think fit.
- 20.2 A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board of Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 20.3 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 20.4 The quorum for the transaction of the business of the Board of Directors shall be fixed by the Members and, unless so fixed at any other number, shall be 3 Directors.
- 20.5 The Board of Directors may act notwithstanding any vacancies in its number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or for calling a general meeting.
- 20.6 The Executive Committee of CIWM or such other successor body as may prevail from time to time shall appoint one of their nominated Directors to be the Chairman of the Board of Directors and a second to be the Vice Chairman. The Members shall appoint a Director to be the Treasurer and each of the aforesaid officers shall act in such capacities for their full respective terms of office as Directors until retirement by rotation or otherwise. Unless unwilling to do so either the Chairman or Vice Chairman so appointed shall preside at every Board of Directors meeting at which either of them is present, but if neither of them is present within five minutes after the time appointed for

the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

- 20.7 All acts done by the Board of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 20.8 A resolution in writing signed by all the Directors entitled to receive notice of a Board of Directors meeting or of committee of Directors shall be as valid and effectual if it had been passed to a Board of Directors meeting or at (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

## **21 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- 21.1 Any Director (the "**Appointor**") may appoint as an alternate another person (who can be, but need not be one of the other Directors, but who must be selected from the existing Members or the executive of the Appointor's own nominating organisation), to:

21.1.1 exercise that Director's powers; and

21.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Appointor.

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

- 21.3 The notice must:

21.3.1 identify the proposed alternate; and

21.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

## **22 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

- 22.1 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 alternate's Appointor.

- 22.2 Except as the Articles specify otherwise, alternate directors:

22.2.1 are deemed for all purposes to be Directors;

22.2.2 are liable for their own acts and omissions;

22.2.3 are subject to the same restrictions as their Appointors; and

22.2.4 are 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.

22.3 A person who is an alternate director but not a Director:

22.3.1 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);

22.3.2 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

22.3.3 shall not be counted as more than one Director for the purposes of Articles 22.3.1 and 22.3.2.

22.4 A Director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor 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.

22.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor, but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

## **23 TERMINATION OF ALTERNATE DIRECTORSHIP**

23.1 An alternate director's appointment as an alternate terminates:

23.1.1 when the Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

23.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the Appointor, would result in the termination of the Appointor's appointment as a Director;

23.1.3 on the death of the Appointor; or

23.1.4 when the Appointor's appointment as a Director terminates.

## **24 DIRECTORS' CONFLICTS OF INTEREST**

24.1 Regulation 14 of the Model Articles does not apply.

24.2 This Article 24 contains provisions for dealing with Directors' conflicts of interest, so that the general duties of directors set out in sections 171 to 177 of the Act (the "general duties") are not infringed by anything done (or omitted) by a Director in accordance with this Article. So far as is lawful, the general duties have effect subject to any authority given by or under this Article 24.

24.3 The authorisations in this Article 24 are subject to any more restrictive provisions contained in any contract between a Director and the Company, in any applicable policy or code adopted by the

Company or in any conditions imposed in any authorisation under this Article 24. If any such provisions require disclosure or prior approval of any conflict of interest or benefit otherwise authorised by this Article, or impose conditions on any such authorisation (which may include conditions permitted by Article 24.9), the authorisations in this Article apply only to the extent that those requirements or conditions are complied with; provided that the Directors may excuse any non-compliance either before or after it occurs.

24.4 Subject always to the provisions of this Article 24, the Board of Directors shall ensure that at all times the Company conducts its activities in accordance with the requirements of the Apprenticeships Skills Children and Learning Act 2009 (as amended from time to time) applicable to conflicts of interest and in accordance with all applicable regulations, requirements and provisions as stated or amended from time to time by such bodies as may from time to time be constituted and authorised under applicable legislation as regulators in the relevant areas of activity.

24.5 A Director may be an officer or employee of, engaged in any other capacity in, or have a direct or indirect interest in:

24.5.1 any connected company;

24.5.2 if he is a Director appointed by any company which has, under these Articles or any contract between any Members of the Company, a right to appoint a Director of the Company, his appointing company or any member of the same group as his appointing company;

24.5.3 any company whose securities are dealt with on a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or on AIM or Plus (or any successors to such markets), provided the Director's interest is limited to a direct or indirect holding of securities not amounting to more than 5% of the equity share capital of that company;

24.5.4 any trust or scheme whose primary purpose is the provision of pensions, life assurance or employee benefits or any employees' share scheme,

and may do anything in the ordinary course of acting in that character which is not calculated directly to harm the interests of the Company.

24.6 A Director may exploit any property, information or opportunity wholly outside the scope of the Company's business or that of its connected companies. This Article 24.6 does not authorise a Director to exploit property of the Company or confidential information of the Company or information received by the Company under a duty of confidentiality.

24.7 The Directors may authorise any matter proposed to them which otherwise would or might infringe the duty of a Director to avoid conflicts of interest. Provided that he has declared the nature and extent of his interest as if the matter were a transaction or arrangement with the Company in which he was interested, a Director may vote and be counted in the quorum on any resolution to authorise a conflict of interest of his and section 175(6) of the Act shall not apply.

24.8 The Directors may:

- 24.8.1 give any such authorisation subject to such conditions as they think fit; or
  - 24.8.2 vary or terminate the authorisation or waive, vary or terminate any such conditions at any time or excuse any non-compliance with such conditions either before or after it occurs, but any termination or variation will not affect anything done or omitted to be done by the Director prior to such termination or variation.
- 24.9 The conditions may include that the Director:
- 24.9.1 is to be excluded from discussions, whether at meetings of Directors or otherwise, relating to matters in respect of which he has the conflict of interest;
  - 24.9.2 is not to be given documents or information relating to matters in respect of which he has the conflict of interest; or
  - 24.9.3 may not vote, or count in the quorum at any future meeting of Directors in relation to any resolution relating to matters in respect of which he has the conflict of interest.
- 24.10 A Director who holds a position outside the Company or its connected companies which does not give rise to a conflict of interest or which is authorised by or under this Article 24 who in that character obtains any information in respect of which he owes a duty of confidentiality to another person (other than a connected company or a Director of the Company) is under no obligation to disclose such information to the Company or to use or apply any such confidential information for the purpose of or in connection with the performance of his duties as a Director if to do so would amount to a breach of that confidence.
- 24.11 Any authorisation of a conflict of interest authorised by or under this Article 24 shall (unless the contrary intention appears) extend to any conflict of interest which may reasonably be expected to arise out of the matter authorised either at the time of giving the authority or subsequently.
- 24.12 A Director is not required to account to the Company for any remuneration, profit or other benefit which he gains from any matter in respect of which he has a conflict of interest which has been authorised by or under this Article 24, no contract, arrangement or transaction shall be avoided on the grounds of any conflict of interest so authorised, and the receipt of such remuneration, profit or benefit shall not constitute a breach of the Director's duty not to accept benefits from third parties.
- 24.13 The Company may by ordinary resolution authorise or ratify any contract, transaction, arrangement, conflict of interest, acceptance of a benefit or other proposal which might otherwise infringe or may have infringed the general duties, including any contravention of any provision of this Article 24.
- 24.14 A Director may be reimbursed any reasonable and properly incurred costs in relation to training, travel, meals, accommodation or other services or facilities which arise in the ordinary course of the Director's functions on behalf of the Company.
- 24.15 The Directors may authorise the receipt and retention by a Director or any specific benefit from a third party which has been disclosed to the Directors which is not authorised by Article 24.14.

## **25 SECRETARY**

- 25.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board of Directors. No Secretary who is also a member of the Board of Directors shall receive remuneration.

## **26 MINUTES**

- 26.1 The Board of Directors shall cause minutes to be made in books kept for the purpose of all:
- 26.1.1 appointments of officers made by the Board of Directors; and
  - 26.1.2 of all proceedings at meetings of the Company, and of the Board of Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## **27 PRESIDENT AND VICE PRESIDENTS**

- 27.1 The Members may appoint any person to be the President and any person or persons to be Vice Presidents of the Company on such terms as the Board shall see fit.

## **28 MEANS OF COMMUNICATION TO BE USED**

- 28.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 28.1.1 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 5 Clear 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 5 Clear Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
  - 28.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 28.1.3 if properly addressed and sent or supplied by electronic means, 1 hour after the document or information was sent or supplied; and
  - 28.1.4 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 28, no account shall be taken of any part of a day that is not a working day.

- 28.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## **29 AWARDS**

- 29.1 The Board of Directors shall have the power to make awards, if merited, to successful candidates in its examinations, or to successful candidates in approved examinations organised by colleges and other further education establishments.
- 29.2 The Board of Directors shall cause a register to be kept of all awards made to successful candidates.
- 29.3 Members of the Board of Directors shall be disqualified from receiving awards.

## **30 WINDING UP**

- 30.1 The Company shall be wound up voluntarily whenever a special resolution that the Company be wound up is passed by the Members in a specially convened meeting for that purpose.

## **31 INDEMNITY**

- 31.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other Officer or auditor of the Company and every Member shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.