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

PUBLISHING QUALIFICATIONS BOARD

(Company Number 2607034)
(Registered Charity Number 1002928)

3RD April 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that the following resolution be passed as a special resolution (the "**Resolution**")

SPECIAL RESOLUTION

THAT the amended articles of association attached to this written Resolution be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing Memorandum & Articles of Association of the Company

A handwritten signature in black ink, appearing to read 'Nigel Brockmann', with a wavy line underneath.

Nigel Brockmann

Trustee/Chairman



**ARTICLES OF ASSOCIATION
OF
PUBLISHING QUALIFICATIONS BOARD**

(Adopted by special resolution on 3rd April 2014)



Seacourt Tower
West Way
Oxford
Oxfordshire
OX2 0FB

Reference JSS/SEF/586208/1

Companies Acts 1985 to 2006
Company limited by guarantee
ARTICLES OF ASSOCIATION OF
PUBLISHING QUALIFICATIONS BOARD

1 OBJECTS

1 1 The Charity's objects ("Objects") are

- 1 1 1** To further the education of persons employed in or wishing to pursue a career in publishing, writing and information industries and related fields of activity (including book, newspaper and magazine publishing and the wholesale and retail sale of books and other publications and the storage, publication and delivery of information and materials in electronic form)
- 1 1 2** This provision may be amended by special resolution but only with the prior written consent of the Commission

2 POWERS

2 1 The Charity has the following powers, which may be exercised only in promoting the Objects

- 2 1 1** to establish, administer and award national vocational, European, international and other qualifications,
- 2 1 2** to secure, arrange or approve facilities or courses for training to prepare or to arrange for the preparation of training materials,,
- 2 1 3** to conduct, make arrangements or approve the arrangements for the conduct of assessments and examinations (including the systems of marking and appeals in relation to decisions made by assessors or examiners),,
- 2 1 4** to register candidates or approve registration centres and to collect registration, unit, certificate and other fees from candidates and from approved registration centres,,
- 2 1 5** to produce, issue and award performance assessment records, unit credits, national vocational qualification or other certificates and related documentation,,
- 2 1 6** to appoint, recruit, train and monitor verifiers and assessors and to promote national and other vocation qualifications both in the United Kingdom and elsewhere,
- 2 1 7** to provide advice or information,
- 2 1 8** to carry out research,

- 2 1 9 to co-operate with other bodies,
- 2 1 10 to support, administer or set up other charities,
- 2 1 11 to accept gifts and to raise funds (but not by means of taxable trading),
- 2 1 12 to borrow money,
- 2 1 13 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act),
- 2 1 14 to acquire or hire property of any kind,
- 2 1 15 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 2 1 16 to set aside funds for special purposes or as reserves against future expenditure,
- 2 1 17 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 2 1 18 to delegate the management of investments to a financial expert, but only on terms that
 - (a) the investment policy is set down in writing for the financial expert by the Trustees,
 - (b) timely reports of all transactions are provided to the Trustees,
 - (c) the performance of the investments is reviewed regularly with the Trustees,
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - (g) the financial expert must not do anything outside the powers of the Charity,
- 2 1 19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or

controlled by a financial expert acting under their instructions, and to pay any reasonable fee required,

2 1 20 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required,

2 1 21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,

2 1 22 subject to Articles 6 and 7, to employ paid or unpaid agents, staff or advisers,

2 1 23 to enter into contracts to provide services to or on behalf of other bodies,

2 1 24 to establish or acquire subsidiary companies,

2 1 25 to do anything else within the law which promotes or helps to promote the Objects

2 2 Provided that nothing herein shall prevent any payment in good faith by the Charity -

2 2 1 of reasonable and proper remuneration to any Member, officer or servant of the Charity (not being a member of its Board of Management or Governing Body), for any services rendered to the Charity,

2 2 2 of interest on money lent by any member of the Charity or of its Board of Trustees or Governing Body at any rate per annum not exceeding 2% the base lending rate prescribed for the time being by the Charity's bankers,

2 2 3 of fees remuneration or other benefit in money or money's worth to a company of which a member of the Board of Trustees of the Charity may be a member holding not more than one hundredth part of the capital of that Charity,

2 2 4 to a member of its Board of Trustees or Governing Body of reasonable out of pocket expenses

3 THE TRUSTEES

3 1 The Trustees as charity trustees have control of the Charity and its property and funds

3 2 The Trustees when complete consist of at least five and not more than 12 individuals over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee

3 3 Trustees are elected by the Member(s) or co-opted by the Trustees

3 4 A Trustee term of office is five years

3 5 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity

3 6 A retiring Trustee who is eligible under Article 3 2 may be reappointed providing that no Trustee shall serve more than two terms of office The Chairman shall remain in office as a Trustee until he or she ceases to hold office as Chairman

3 7 Of those Trustees serving after the Annual General Meeting of 3 April 2014 the remaining terms are

Nigel Brockman until 31/12/2014

Hugh Look until 31/12/2014

Tim Robinson until 11/11/2016

Elisabeth Tribe until 27/7/2017

Jonathan Glasspool until 09/07/2017 – eligible for a second term

Neil Morrison until 25/02/2018 – eligible for a second term

3 8 A Trustee's term of office as such automatically terminates if he/she

3 8 1 is disqualified under the Charities Act from acting as a charity trustee,

3 8 2 is incapable, whether mentally or physically, of managing his/her own affairs,

3 8 3 is absent from three consecutive meetings of the Trustees without the approval of the Trustees, or

3 8 4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)[, or

3 8 5 is removed by the Members at a general meeting under the Companies Act

3 9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4 TRUSTEES' PROCEEDINGS

4 1 The Trustees must hold at least two meetings each year

4 2 A quorum at a meeting of the Trustees is three Trustees

4 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person

4 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

4 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

4 6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote

4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5 TRUSTEES' POWERS

5 1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees

5 1 1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act

5 1 2 To appoint a Chairman from among the Trustees,

5 1 3 To appoint a Treasurer and other honorary officers from among their number

5 1 4 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees

5 1 5 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings

5 1 6 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees

5 1 7 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any)

5 1 8 To establish procedures to assist the resolution of disputes or differences within the Charity

5 1 9 To exercise any powers of the Charity which are not reserved to the Sole Member

5 2 From time to time to

5 2 1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity, and

- 5 2 2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees

6 BENEFITS TO TRUSTEES

- 6 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but Article 2 2 shall apply

- 6 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except

- 6 2 1 as mentioned in Article 2 2

- 6 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,

- 6 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),

- 6 2 4 payment to any company in which a Trustee has no more than a one percent shareholding, and

- 6 2 5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members)

- 6 3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

- 6 3 1 declare an interest at or before the discussion begins on the matter,

- 6 3 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

- 6 3 3 not be counted in the quorum for that part of the meeting,

- 6 3 4 withdraw during the vote and have no vote on the matter

- 6 4 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to

- 6 4 1 continue to participate in discussions leading to the making of a decision and/or to vote, or

- 6 4 2 disclose to a third party information confidential to the Charity, or

6 4 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or

6 4 4 refrain from taking any step required to remove the conflict

6 5 This article may not be amended without the prior written consent of the Commission

7 THE ACADEMIC BOARD

7 1 The Board of Directors shall appoint the Academic Board. The Board of Directors shall in their discretion from time to time determine the functions and procedure of the Academic Board and the number of its members. The members of the Academic Board shall be appointed from time to time and may be removed by the Board of Directors. The Board of Directors may appoint any person they consider appropriate including any of their number to be a member of the Academic Board for such period and on such terms as they consider appropriate. The acts and proceedings of the Academic Board shall be reported fully to the Board of Directors.

8 RECORDS AND ACCOUNTS

8 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including

8 1 1 annual returns,

8 1 2 annual reports, and

8 1 3 annual statements of account

8 2 The Trustees must also keep records of

8 2 1 all proceedings at meetings of the Trustees,

8 2 2 all resolutions in writing,

8 2 3 all reports of committees, and

8 2 4 all professional advice obtained

8 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

8 4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs

9 MEMBERSHIP

- 9 1 PTC is the sole member of the Charity (the **Sole Member**) Membership of the Charity is not transferable
- 9 2 The Sole Member may take decisions without holding a general meeting or passing a written resolution, provided that an authorised representative of the Sole Member provides to the Trustees details of a decision within 14 days of the date that the decision is taken
- 9 3 The Sole Member may also take decisions
- 9 3 1 by passing a written resolution in accordance with the provisions of the Companies Acts, or
 - 9 3 2 by passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Acts
- 9 4 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts

10 MEMBERSHIP

- 10 1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting)
- 10 2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 28 clear days' written notice setting out the terms of the proposed special resolution
- 10 3 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution
- 10 4 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting For this purpose the written resolution may be set out in more than one document
- 10 5 The Charity may (but need not) hold an AGM in any year
- 10 6 Members must annually
- 10 6 1 receive the accounts of the Charity for the previous financial year,
 - 10 6 2 receive a written report on the Charity's activities,
 - 10 6 3 be informed of the retirement of those Trustees who wish to retire
 - 10 6 4 elect Trustees to fill the vacancies arising,
 - 10 6 5 appoint reporting accountants or auditors for the Charity,

10 7 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership

10 8 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution

11 SECRETARY

11 1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them

11 2 The Secretary shall not be remunerated if he or she is a Trustee unless permitted under the constitution of PTC or the Charities Act, but shall be entitled to reimbursement of expenses to the same extent that the Trustees are entitled

11 3 If there is no Secretary

11 3 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

11 3 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

12 LIMITED LIABILITY

The liability of the Sole Member is limited

13 GUARANTEE

13 1 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards

13 1 1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member,

13 1 2 payment of the costs, charges and expenses of winding up, and

13 1 3 the adjustment of rights of contributors among themselves

14 COMMUNICATIONS

14 1 Notices and other documents to be served on the Sole Members or Trustees under the Articles or the Companies Act may be served

14 1 1 by hand,

14 1 2 by post,

14 1 3 by suitable electronic means, or

through publication in the Charity's newsletter or on the Charity's website

14 2 The only address at which the Sole Member is entitled to receive notices sent by post is an address in the U K shown in the register of Members

14 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

14 3 1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address,

14 3 2 two clear days after being sent by first class post to that address,

14 3 3 three clear days after being sent by second class or overseas post to that address,

14 3 4 immediately on being handed to the recipient personally,

or, if earlier,

14 3 5 as soon as the recipient acknowledges actual receipt

14 4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

15 DISSOLUTION

15 1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways

15 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

15 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,

15 1 3 in such other manner consistent with charitable status as the Commission approves in writing in advance

15 2 A final report and statement of account must be sent to the Commission

15 3 This provision may be amended by special resolution but only with the prior written consent of the Commission

16 INTERPRETATION

16 1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity

16 2 In the Articles, unless the context indicates another meaning

'AGM' means an annual general meeting of the Charity,

'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article,

'Beneficiaries' means the beneficiaries of the Charity as defined in Article 1,

'Board of Management' means the Board of Trustees,

'Chairman' means the chairman of the Trustees,

'the Charity' means the company governed by the Articles,

'the Charities Act' means the Charities Acts 1992 to 2006;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event,

'the Commission' means the Charity Commission for England and Wales or any body which replaces it,

'the Companies Act' means the Companies Acts 1985 to 2006,

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity,

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights,

'constitution' means the Memorandum and the Articles and any special resolutions relating to them,

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference,

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Charity's financial year,

'firm' includes a limited liability partnership,

'Governing Body' means the Board of Trustees

'indemnity insurance' has the meaning prescribed by the Charities Act

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value,

'Member' and 'Membership' refer to company Membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month,

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another,

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members,

'the Objects' means the Objects of the Charity as defined in Article 1,

'PTC' means Publishing Training Centre Foundation a charitable company limited by guarantee (registered company number 01253854 and registered charity number 1083081) or any other charitable body which succeeds to its charitable purposes,

'Resolution in writing' means a written resolution of the Trustees,

'Secretary' means a company secretary,

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members,

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax,

'Trustee' means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee,

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper,

'written resolution' refers to an ordinary or a special resolution which is in writing,

'year' means calendar year

- 16 3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning
- 16 4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it