

MEMORANDUM OF ASSOCIATION  
OF  
LINCOLN CITY CENTRE PARTNERSHIP

COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

LINCOLN CITY CENTRE PARTNERSHIP

1. The Company's name is "Lincoln City Centre Partnership"
2. The Company's registered office is to be situated in England.
3. The Company's Objects ("the Objects") are to devise and undertake city centre management of activities, which will promote the economic development and wellbeing of the people of Lincoln and improve the environment of Lincoln for the benefit of those who live or work in Lincoln and those who visit Lincoln and in furtherance to these objects to:
  - 3.1. promote Lincoln city centre as a regional centre for shopping, commercial, residential, cultural, entertainment, leisure and tourism activities;
  - 3.2. assist in developing existing, and attracting, new investment to Lincoln from the public and private sectors and from any other appropriate source for the furtherance of the Objects;
  - 3.3. develop and maintain a close involvement both actively and advisorily with the City of Lincoln Council and any other statutory or public body in order to further the Objects;
  - 3.4. establish and encourage partnership and co-ordination between those in the public and private sectors having an interest in Lincoln and to co-ordinate and focus the efforts of such parties;
  - 3.5. participate in and contribute to any appropriate forum to study and exchange Ideas for town centre management, funding, planning and general Improvement,
  - 3.6. cause to be written, printed, published or otherwise reproduced, issued and circulated, the Objects by means of guides, journals, exhibitions, meetings, lectures, seminars and broadcasts, newspapers, periodicals, books, leaflets, reports or other documents.

In addition to the foregoing the Objects are more particularly to include the Implementation and operation of a Business Improvement District as detailed in the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004 (S12004/2443) raising the quality of experience for businesses, residents and visitors throughout the Business Improvement District and to raise the profile of the city as a historic city destination, and in furtherance to these objects to:

- 3.7. Improve street management in the Lincoln Business Improvement District and raise the standards of appearance to ensure the Lincoln Business Improvement District is bright, clean and welcoming,
  - 3.8. Improve safety in the Lincoln Business Improvement District.
  - 3.9. Improve access to the Lincoln Business Improvement District and therefore make a difference to people's experience of working and visiting the area by making better use of existing facilities,
  - 3.10. better manage the evening economy in the Lincoln Business Improvement District by providing professional management of the city in the evening particularly with changes in any licensing regime,
  - 3.11. develop marketing and events to raise the profile of Lincoln as a regional centre for retail and tourism and bolster the city's offer through special events;
  - 3.12. engage the widest involvement of the business community and provide membership services with the Lincolnshire Chamber of Commerce and the Bailgate Area Guild. Where appropriate for the furtherance of the Company's Objects the Company may engage and work with other groups, organisations, companies to support businesses within the Lincoln Business Improvement District.
4. To further the Objects but not otherwise the Company may exercise the following powers:

- 4.1. to carry on any trade or business whatever which can in the opinion of the Board of Directors be advantageously earned for the furtherance of the Objects;
- 4.2. to purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property;
- 4.3. to subscribe to, become a member of, or amalgamate, or co-operate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as is Imposed on the Company under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may be lawfully acquired or undertaken by the Company of any such organisation, institution, society or body;
- 4.4. to improve, manage, construct, repair, develop, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 4.5. to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 4.6. to establish and support or aid the establishment and support of any trusts, associations or institutions and to subscribe or guarantee money for purposes in any way connected with or calculated to further any of the Objects,
- 4.7. to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or

security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it,

- 4.8. to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 4.9. to apply for promote and obtain any Act of Parliament, Regulation, by-law order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of the Objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose proceedings or applications which may directly or indirectly seem prejudice the Company's interests;
- 4.10. to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business any part of the world and debentures, debenture stocks, bonds, obligations, securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world,
- 4.11. to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial Interest and whose objects are wholly or in part similar to those of the company and which, by its constitution, prohibits the distribution of its income and property amongst its members to an extent as least as great as that in Clause 5, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 4.12. to sell or otherwise dispose of the whole or any part of the Business or property of the Company, either together or in portions, for such consideration as the Company may

think fit and in particular for shares, debentures, or securities of any company purchasing the same,

- 4.13. to act as agents or brokers and as trustees for any persons, firm or company, and to undertake and perform sub-contracts;
- 4.14. to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient,
- 4.15. to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
- 4.16. to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants,
- 4.17. to provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty in relation to the Company provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors or any of them in their capacity as directors of the Company;
- 4.18. to engage and work with other groups, organisations, companies or support businesses within the Lincoln Business Improvement District;
- 4.19. to do all such things and any activities as may be deemed conducive to or facilitate the attainment of the Objects and which shall benefit the Company and/or the Levy Payers (as defined in the Company's Articles of Association).

AND so that:

None of the powers many sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each of such powers, and none of these powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other power or powers, or by reference to or inference from the name of the Company

5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company provided always that this provision shall not apply to any monies collected as part of the annual subscription for the specific purpose of being passed on directly to a third party and which as such are not the income or property of the Company.
6. No director 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 save a director appointed pursuant to Clause 47.6 of the Articles of Association of the Company.
7. Nothing in this Memorandum shall prevent any payment in good faith by the Company
  - 7.1. of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director subject to Clause 6 above,
  - 7.2. of reasonable and proper rent for premises or let by any member of the Company;
  - 7.3. to any director for reasonable out-of-pocket expenses;
  - 7.4. of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

- 7.5. of interest on money lent by any member of the Company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors.
8. The liability of the members is limited.
9. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while her or she is a member or within one year after such membership ceases, for payment of the Company's debts and liabilities contracted before such membership ceased, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
10. On the winding-up or dissolution of the Company, all its debts and liabilities, shall be paid and due provision shall be made for the continuance of any pensions or allowances to retired employees of the company, or to dependants of deceased employees in accordance with any pension scheme for the time being in force at the date of winding-up or dissolution.
11. If there then remains any property whatsoever, out of such property there shall be distributed to those of the members who have contributed assets capable of sale to a third party ("Assets") or monies to the Company
- 11.1. in the case of those who have contributed Assets, any such Asset (or an amount equal to the value thereof at the date of such distribution) which the Company still owns; and
- 11.2. in the case of those who have contributed money, an amount equal to the amount of such money, provided that no refund shall be made of any annual or other subscription or entrance fee.
12. If the balance remaining is insufficient to make all the distributions referred to in Clause 11.2, each such distribution shall be reduced (in such manner as the directors of the Company shall decide) pro rate to the value of such distributions that otherwise would be made to each such member.



13. If after distribution under Clause 11.2 there remains any property whatsoever it shall be given or transferred to one or more other companies (to be decided unanimously by the directors of the Company at or before the time of winding-up or dissolution), and if and so far as effect cannot be given to such provision, then to some other company having Objects similar to the Objects of the Company.
14. Any dispute as to the manner of applying any property of the Company under this clause, shall be resolved by the directors of the Company by majority decision.

ARTICLES OF ASSOCIATION  
OF  
LINCOLN CITY CENTRE PARTNERSHIP

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION OF  
LINCOLN BUSINESS IMPROVEMENT GROUP  
INTERPRETATION

1. In these Articles:
  - 1.1. reference to any Act of Parliament Includes any statutory modification or re-enactment of it for the time being in force,
  - 1.2. "clear days" in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
  - 1.3. the "Council" means the City of Lincoln Council or its successor body;
  - 1.4. the "Chamber" means the Lincolnshire Chamber of Commerce and Industry or its successor body;
  - 1.5. the "Business Improvement District" means those areas of Lincoln City Centre as defined from time to time by the directors and subject to the BID levy;
  - 1.6. unless the context requires otherwise, all words or expressions bear the same meaning as in the Companies Act 2006;
  - 1.7. "Levy Payers" means those non-domestic rate payers within the Lincoln Business Improvement District who are required to pay a BID levy in accordance with Sections 45 and 46 of the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004 (SI 2004/2443);
  - 1.8. "Local Authority Person" means a person who is associated with a local authority for the purposes of Section 69 Local Government and Housing Act 1989 which includes a member of a local authority or an officer of a local authority or a person who has been a member of a local authority within the preceding four years or a person who is both an employee of a company under the control of the local authority or a director or officer of that company;

- 1.9. "Local Authority" means a body of one of the descriptions listed in Section 67(3) Local Government and Housing Act 1989 and includes a group of local authorities as referred to in Section 73(2) of that Act;
- 1.10. "Regulated Company" means a company deemed to be a regulated company for the purposes of the Local Government and Housing Act 1989 and Local Authorities (Companies) Order 1995 and any subsequent amendments thereto;
- 1.10A. "Investor Members" means those non-domestic rate payers within the Lincoln Business Improvement District who are **not** required to pay a BID levy in accordance with Sections 45 and 46 of the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004 (SI 2004/2443) but who make an annual voluntary payment to the Company and apply for membership of the Company;
- 1.10B. "Co-opted Members" means those non-domestic rate payers within the Lincoln Business Improvement District who are **not** required to pay a BID levy in accordance with Sections 45 and 46 of the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004 (SI 2004/2443) who are invited by the directors from time to time to be members to further the interests and objects of the Company;
- 1.10C "Founder Members" means those members who represent the Chamber or the Council;
- 1.11. reference to a person includes a corporation, and reference to a corporation includes any firm, public or other authority, board association society or group and "corporate" shall be construed accordingly.

## MEMBERS

2. The subscribers to the Memorandum and such individuals being nominees of unincorporated bodies, societies, organisations, companies, other persons or organisations who are admitted to membership in accordance with Articles 3 and 4 shall be members of the Company.
3. No such unincorporated body, society, organisation or company shall be admitted to membership of the Company unless an application for membership has first been

delivered to the Company Secretary and approved by the directors. All Levy Payers are entitled to submit an application for membership and the directors will approve such an application

4. An application for membership of the Company must:
  - 4.1. be in writing;
  - 4.2. be signed by the applicant;
  - 4.3. include a declaration that the applicant is or is not a Local Authority Person and that the applicant will advise the Company of any change in such status;
  - 4.4. include an undertaking that the applicant will not do anything or omit to do anything which the applicant knows or could reasonably anticipate would cause the Company to become a Regulated Company as defined in the Local Authorities (Companies) Order 1995;
  - 4.5. contain a declaration that the applicant will accept notice of a meeting sent by email and provide to the Company and email address for specified for that purpose;
  - 4.6. be in the form of application (if any) approved by the directors from time to time.
5. All members agree to be bound by the obligations on them as set out in the Memorandum and Articles of Association of the Company. When acting as members they shall act at all times in the best interest of the Company.
6. Membership shall not be transferable and shall cease on death or on the liquidation or dissolution of a corporate member.
7. Membership shall fall into three distinct classes, as follows:
  - 7.1. Class A members shall consist of the Founder Members only.
  - 7.2. Class B members shall consist of the Levy Payers.
  - 7.3. Class C members shall not fall within either Class A or Class B and shall consist of Investor Members and Co-opted Members who shall pay a minimum annual subscription to be fixed by the directors and subject to any increase in this amount that the directors may resolve at each annual review of the subscription.

#### WITHDRAWAL OF MEMBERSHIP

8. Any member may resign from the Company by giving three (3) months' notice in writing duly signed to the secretary and thereupon such member shall be deemed to have ceased to be a member from the date of the expiration of such notice

#### CESSATION OF MEMBERSHIP

9. A member shall automatically cease to be a member of the Company with no notice being required if:
  - 9.1. any annual or other subscription or entrance fee or BID levy has not been paid six months after it has become due;
  - 9.2. the directors resolve after giving the member concerned a proper opportunity to be heard by the directors, that it is not in the interests of the Company that membership should continue;
  - 9.3. they are no longer required to pay the BID levy either due to the fact that they are no longer within the Business Improvement District or the BID levy and/or Business Improvement District ceases to be operational;
  - 9.4. in the case of Investor Members they no longer pay make an annual voluntary payment to the Company; and
  - 9.5. in the case of Co-opted Members the directors in their sole discretion decide that their membership is no longer required to further the interests or objects of the Company.
10. No refund shall be made of any annual or other subscription or entrance fee or BID levy on the termination of membership for any reason.

#### LOCAL AUTHORITY PERSONS

11. No Local Authority Person may be admitted to membership of the Company without the consent of each local authority member if, by virtue of such admission, more than 18% of the total voting rights of all the members having the right to vote at a general meeting of the Company will be held by members who are Local Authority Persons and cause the Company to be deemed to be a Regulated Company.
12. If for any reason the Local Authority Persons together have 18% or more of the total voting rights of all members having the right to vote at a general meeting, the number

of votes that may be cast in aggregate by those Local Authority Persons shall be reduced (pro rata among them) and/or the number of votes that may be cast in aggregate by all other members shall be increased (pro rata among them) (as is most appropriate in the circumstances) so that the aggregate number of votes which may be cast by those Local Authority Persons shall represent 18% of the total number of votes which may be cast by all the members at the meeting.

13. No Local Authority Person may be appointed as proxy or representative or otherwise vote on behalf of any other non-local authority member.
14. No resolution for the variation of this Clause or Clause 48 shall be proposed at any general meeting unless there shall first have been obtained the written consent of all of the local authority members of the Company.

#### GENERAL MEETINGS

15. The Company shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between one annual general meeting of the Company and the next. The annual general meeting shall be held at such times and places as the directors shall appoint.
16. Omitted
17. All general meetings other than annual general meetings shall be called extraordinary general meetings.
18. The directors may call general meetings. On the requisition of members under the Companies Act 2006, the directors shall forthwith convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

#### NOTICE OF GENERAL MEETINGS AND PROCEEDINGS AT GENERAL MEETINGS

19. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a director shall be called by at least

twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice.

20. A general meeting may be called by shorter notice if it is so agreed:
  - 20.1. In the case of an annual general meeting, by all the members entitled to attend and vote, and
  - 20.2. in the case of any other meeting by a majority of not less than 95% of the total votes of members entitled to attend and vote at the meeting.
21. The notice for any general meeting shall be given to all the members and to the directors and auditors.
22. The notice of any general meeting 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.
- 23A. The accidental omission to give notice of a meeting to any person entitled to receive notice, or the non-receipt of notice of a meeting by any such person, shall not invalidate the proceedings at that meeting.
- 23B. The board shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by attendance at a physical place within the United Kingdom (as determined by the board), or in addition by means of electronic facility or facilities (as determined by the board accordance with Article 23.D), or partly in one way and partly in another.
- 23C. The board (and, at a general meeting, the chair) may both prior to and during any general meeting make any arrangements and impose any requirements or restrictions which it considers appropriate to ensure the security and/or the orderly conduct of any such general meeting held at a physical place, or the health, safety and security of those attending the meeting at a physical place.

The board (and, at a general meeting, the chair) shall take such action as they think fit to promote the orderly conduct of the business of the meeting as laid down in the notice



of the meeting and are entitled to refuse entry to or exclude from any such general meeting a person (whether or not a member of the Company) who refuses to comply with these arrangements, requirements or restrictions.

The decision of the board (and, at a general meeting, the chair) in relation to the matters in this Article 24C shall be final. Nothing in this Article 24C shall limit any other power vested in the board (and, at a general meeting, the chair).

23D. If a general meeting is held partly by means of electronic facility or facilities, the board (and, at a general meeting, the chair) may make any arrangement and impose any requirement or restriction that is:

- (a) necessary to ensure the identification of those taking part and the security of the electronic communication; and
- (b) proportionate to the achievement of those objectives.

23E. The board (and, at a general meeting, the chair) may make such arrangements for a physical meeting as it shall in its absolute discretion consider to be appropriate for any of the following purposes:

- (a) to regulate the level of attendance at any place specified for the holding of a general meeting or any adjournment of such a meeting;
- (b) to ensure the safety and security of people attending at any such place; or
- (c) to facilitate attendance at such meeting or adjournment,

and may from time to time vary any such arrangements or make new arrangements in their place.

23.F The board may when specifying the place of a physical meeting:

- (a) direct that the meeting shall be held at a place specified in the notice at which the chair of the meeting shall preside (**Main Meeting Place**); and
- (b) make arrangements for simultaneous attendance and participation at a satellite meeting place within the United Kingdom.

- 23G. Such arrangements for simultaneous attendance may include arrangements for regulating the level of attendance in the manner aforesaid at the other place or any of such other places.
- 23H. If a member, pursuant to those arrangements, is not entitled to attend in person or by proxy at a particular venue, the member shall be entitled to attend in person or by proxy at any other venue for which arrangements have been made pursuant to Article 24I. The entitlement of any member to be present at such venue in person or by proxy shall be subject to any such arrangement then in force and stated by the notice of meeting or adjourned meeting to apply to the meeting.
- 23I. The board may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation by means of electronic facility or facilities and determine the means, or all different means, of attendance and participation used in relation to a general meeting.
- 23J. A member seeking to be present in person or by proxy at a general meeting by means of electronic facility or facilities is responsible for ensuring they have access to and can use the facility or facilities. That meeting shall be duly constituted and its proceedings valid notwithstanding the inability of the member to gain access to or use the facility or facilities, or the loss of access to or use of the facility or facilities during the meeting.
- 23K. The members present in person or by proxy at satellite meeting places or by proxy by means of electronic facility or facilities shall be counted in the quorum for, and entitled to participate in, to vote at the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including by means of electronic facility or facilities) are able to:
- (a) participate in the business for which the meeting has been convened;

(b) hear and see all persons who speak (whether by use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the Main Meeting Place and any satellite meeting place; and

(c) be heard and seen by all other persons present at the meeting.

Where a member does not have access to video facilities the board may at their discretion permit that member to be included within the quorum and entitled to vote.

23L. The board may make arrangements for persons entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting and to speak at the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) by attending at a venue which is a satellite meeting place. The inability for any reason of any member present in person or by proxy at such a venue to view or hear all or any of the proceedings of the meeting or to speak at the meeting shall not in any way affect the validity of the proceedings of the meeting.

23M. If it appears to the chair of the meeting that:

(a) the facilities at the Main Meeting Place or at any satellite meeting places have become inadequate for the purpose of the meeting; or

(b) an electronic facility has become inadequate for the purposes of the meeting,

then the chair may, without the consent of the meeting, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of adjournment shall be valid.

23N. If after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the board decides that it is impracticable or unreasonable to hold the meeting on the date or at the time or at a declared place (including a satellite meeting), and/or by means of a declared electronic facility, it may postpone the meeting to another date or time within the following eight weeks from the original general meeting date and/or change any place and/or

electronic facility at which the meeting is to be held. If such a decision is made, the board may then change again any place and/or electronic facility and/or postpone the date or time if it decides that it is reasonable to do so. In any case:

(a) No new notice of the meeting need be sent but the board must take reasonable steps to advertise the date and time of the meeting, and the means of attendance and participation (including any place and/or electronic facility) for the meeting, which may include advertising that information by means of a notice on the Company's website (if used in relation to the board's decision, shall be deemed to constitute reasonable steps to advertise for the purpose of this Article) and shall, if practicable, make arrangements for notices of the change of place or places and/or electronic facility or facilities and/or postponement to appear at the original place or places and/or on the original electronic facility or facilities, in each case at the original time; and

(b) An appointment of a proxy in relation to a meeting may, if in hard copy form, be delivered to the office or to such other place within the United Kingdom as may be specified by or on behalf of the Company in accordance with Article 41 or, if in electronic form, be received at the address (if any) specified by or on behalf of the Company in accordance with Article 41, at any time not less than 48 hours before any time appointed for holding the postponed meeting provided that the board may specify, in any case, that in calculating the period of 48 hours, no account shall be taken of any part of a day that is not a working day.

24. No business shall be transacted at any meeting unless a quorum is present. Eight persons entitled to vote upon the business to be transacted, each being a member or proxy for a member or a duly authorised representative of a corporation shall be a quorum.
25. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand

adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.

26. The chairman of the directors (if any) or in his or her absence some other director nominated by the directors shall preside as chairman of the meeting. If neither the chairman nor any such other director is present and willing to act within fifteen minutes after the time appointed for holding the meeting, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
27. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
28. The chairman may, with the consent of the 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 adjournment not taken place.
29. When a meeting is adjourned for fourteen days or more, at least seven 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
30. A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded before or on the declaration of the result of the show of hands. Subject to the provisions of the Companies Act 2006, a poll may be demanded:
  - 30.1. by the chairman; or
  - 30.2. by at least two members having the right to vote at the meeting; or
  - 30.3. by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

31. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
32. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
33. A poll shall be taken as the chairman directs and the chairman may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
34. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall have a second or casting vote. The chairman shall have discretion not to exercise his or her second or casting vote. In the event that the chairman chooses not to exercise his or her second or casting vote, the chairman may direct the vote or poll be repeated until a majority is attained.
35. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the polls is demanded.
36. The demand for a poll shall not prevent the continuation of a meeting or any other business. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
37. No notice needs to be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other

cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### VOTES OF MEMBERS

38. Subject to Clause 12, every member shall have one vote.
39. On a show of hands every member who is present in person or by a duly authorised representative shall have one vote.
40. On a poll every member present or represented and in addition every member present by proxy shall have one vote.
41. An instrument appointing a proxy shall be in writing in any form which is usual or in such other form which the directors may approve, and shall be executed by or on behalf of the appointor
42. No member shall be entitled to vote at any general meeting unless all money then payable by that member to the Company has been paid.
43. 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.
44. A vote given or poll demanded by the duly authorised representative of a corporate member shall be valid notwithstanding the previous termination of the authority of that representative unless notice of the termination was received at the Registered Office of the Company at least 2 clear days before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### DIRECTORS

45. The directors of the Company must be members of the Company or the duly appointed representatives of members of the Company
46. Omitted.

47. The number of directors shall be subject to a maximum of 19 and will be appointed as follows
- 47.1. Class A members shall each have the right to appoint two directors subject to clause 48
- 47.2. Class B members shall together have the right to appoint a maximum of six directors  
If this right causes the total number Class B directors to exceed six, the appointment of Class B directors will be by election
- 47.3. Class C members shall together have the right to appoint a maximum of eight directors.  
If this right causes the total number of directors to exceed eight, the appointment of Class C directors shall be by election
- 47.4. The individual holding the post of City Centre Manager (or Chief Executive Officer) from time to time shall for so long as he or she holds that appointment and is not a Local Authority Person may be a director ex officio (if so desired by the post holder).
- 47.5. Each of the Class A members shall notify the Secretary in writing of the names of any directors appointed pursuant to Clause 47.1 not less than twenty-eight clear days before the annual general meeting from which the appointment takes effect
- 47.6. Elections of directors under Clauses 47.2 and 47.3 if necessary shall be held at the annual general meeting and in accordance with these Articles and such other rules as may be prescribed from time to time by the directors and elections shall be determined by a show of hands or by secret ballot if requested by any member
- 47.7. In the case of an equality of votes in respect of the election of directors, whether on a show of hands or on a poll, the chairman shall have a second or casting vote. The chairman shall have discretion not to exercise his or her second or casting vote. In the event that the chairman chooses not to exercise his or her second or casting vote, the chairman may direct the vote or poll be repeated until a majority is attained.
48. No Local Authority Person shall be appointed as a director of the Company without the consent of each local authority member if by virtue of such appointment the local



- authority directors will together constitute 20% or more of the total number of directors of the Company and cause the Company to be deemed to be a Regulated Company
49. If for any reason the local authority directors together constitute 20% or more of the total number of directors, the number of votes that may be cast in aggregate by those local authority directors shall be reduced (pro rata among them) and/or the number of votes that may be cast in aggregate by all other directors shall be increased (pro rata among them) (as is most appropriate in the circumstances) so that the aggregate number of votes which may be cast by the local authority directors shall represent 19 % of the total number of votes which may be cast by all the directors of the Company
50. No local authority director may be appointed as alternate director or otherwise vote on behalf of any other non-local authority director
51. No person may be appointed or remain a member or director of the Company or be authorised to act as a local authority's representative at a general meeting of the Company or at meetings of the Company which include a general meeting if such person is disqualified from membership of a local authority (otherwise than by being employed by a local authority or by a company which is under the control of a local authority).

#### POWERS OF DIRECTORS

52. The business of the Company shall be managed by the directors who may exercise all the powers of the Company subject to the provisions of the Companies Act 2006, the Memorandum of Association of the Company and these Articles and to any directions given by special resolution.
53. No alteration of the Memorandum of Association of the Company or these Articles nor any direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration or direction had not been made or given.
54. The powers of the directors shall not be limited by any special power given to the directors and a meeting of the directors at which a quorum is present may exercise all the powers exercisable by the directors.

55. In addition to all powers expressly conferred upon them and without detracting from the generality of their powers under these Articles the directors shall have the following powers, namely:

55.1. to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects of the Company and to invest all or any of those funds in the name of the Company as they see fit and to direct the sale or transfer of any such Investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company,

55.2. to enter into contracts on behalf of the Company.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

56. The Board may from time to time set out its requirements, skills, qualities and experience which it needs from its directors. Any notice setting out the requirements of the Board shall state the extent to which and how those requirements are met by those directors continuing in office and those retiring and intending to re-offer themselves for election in exercising their powers to nominate, appoint, reappoint, elect, re-elect, approve and dismiss Board members, both the members and the directors shall seek to ensure that the Board is representative of the local community and users of the services offered by the Company and also comprises persons with a broad range of skills and who are likely to contribute to the success of the Company.

57.

57.1. Founder or Co-opted nominated directors shall be appointed for a period of three years or other such period of office to be agreed with the directors and shall not be subject to retirement by rotation Founder nominated directors shall cease to be directors immediately if

57.1.1. the director ceases to be an employee or a Founder Member or

57.1.2. the member that the director represents ceases to be a member.

57.2. Subject to the provisions of Clause 58, a person's appointment as any other director shall be for a period of three years and shall cease immediately if:

57.2.1. the director ceases to be an employee of the member he represents or

57.2.2. the member that the director represents ceases to be a member

58. At the first annual general meeting all directors other than the Founder nominated directors shall retire from office. At every subsequent annual general meeting one-third of all other directors, 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 or she shall retire. The directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who became or were last reappointed directors on the same day as those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

59. If the Company at a meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall if willing to act be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost

60. No person (other than a director retiring by rotation) shall be appointed or reappointed as a director at any general meeting unless:

60.1. that person is recommended by the members for appointment or reappointment as a director at the meeting; and

60.2. not less than twenty-eight clear days before the date appointed for the meeting a member qualified to vote has given notice to the Company of the intention to propose that person for appointment or reappointment together with a signed notice executed by that person of his or her willingness to be appointed or reappointed

61. Not less than twenty-one clear days before the date appointed for holding a general meeting notice shall be given to everyone entitled to receive notice of the meeting of:

61.1. any person (other than a director retiring by rotation at the meeting) who is recommended by a member for appointment or reappointment as a director at the meeting, and

- 61.2. any person in respect of whom notice of intention has been proposed has been duly given under Clause 60.1
62. Any notice under Clause 60 or 61 relating to the appointment (but not the reappointment) of a director must state the particulars which would be required to be included in the Company's register of directors if the person concerned were appointed or reappointed as a director
63. The Company (by ordinary resolution) or the directors may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that the appointment does not cause the Company to be deemed to be a Regulated Company. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting.
64. Any director who retires at an annual general meeting may, if willing to act, be reappointed. If not reappointed at such annual general meeting, the director shall vacate office at the conclusion of the meeting.

#### ALTERNATE DIRECTORS

65. No director may appoint any other director, or any other person to be an Alternate Director.
- 65.1. Omitted
- 65.2. Omitted
66. Omitted
67. Omitted
68. Omitted
69. Omitted

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

70. No person shall act as a director who:
- 70.1. is under the age of 18,

- 70.2. is incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 70.3. is prohibited by law from being a director
- 70.4. is bankrupt or makes any arrangement or composition with his or her creditors.
71. A director shall cease to hold office who:
- 71.1. becomes disqualified under Clause 70,
- 71.2. resigns office by notice to the Company (but only if at least two directors will remain in office when the notice of resignation is to take effect); or
- 71.3. is subject to a resolution to this effect after being absent without the permission of the directors from all their meetings held within a period of six months.

#### DIRECTORS' EXPENSES

72. The directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration

#### DIRECTORS' APPOINTMENTS

73. Subject to the provisions of the Companies Act 2006 and to Clause 4 of the Memorandum of Association, the directors may appoint one or more of their number to any unremunerated executive office of the Company upon such terms as they may decide. Any appointment of a director to an executive office shall terminate if that person ceases to be a director.
74. Except to the extent permitted by Clause 4 of the Memorandum of Association of the Company, no director shall take or hold any interest in the property belonging to the Company or receive remuneration or be interested otherwise than as a director in any other contract to which the Company is a party.

#### PROCEEDINGS OF DIRECTORS

75. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors.
76. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.
77. The quorum for the transaction of the business of the directors shall be six
78. The continuing directors or a sole continuing the director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or calling a general meeting.
79. The directors may apportion one of their number to be the chairman of their meetings and may at any time terminate that appointment. Unless unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. If there is no director holding that office, or if the director holding it is unwilling to preside or is not 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.
80. Questions arising at a meeting of the directors 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 (unless the chairman is a Local Authority Person and the second or casting vote would cause the Company to be deemed to be a Regulated Company)
81. The directors may appoint one or more committees to perform any function or duty which in their opinion would be more conveniently undertaken or carried out by a committee. All acts and proceedings of any such committee shall be fully and promptly reported to the directors.
82. All acts done by a meeting of directors, or of a committee of directors, shall 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, even if 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.

83. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors, shall be as valid and effective as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the directors

#### SECRETARY

84. Subject to the provisions of the Companies Act 2006 the secretary shall be appointed by the directors for such term, at such remuneration (if not a director) and upon such conditions as they may think fit, and any secretary so appointed may be removed by them
85. No Local Authority Person shall be appointed as secretary without the consent of each Local Authority member.

#### MINUTES

86. The directors shall keep minutes in books kept for the purpose
- 86.1. of all appointments of officers made by the directors; and
- 86.2. of all proceedings at meetings of the Company and of the directors and committees of directors including the names of the directors present at each such meeting

#### EXECUTION OF DEEDS

87. The Common Seal of the Company shall only be used by the authority of the directors or of a committee of directors authorised by the directors
88. The directors may decide who shall sign any instrument to which the Common Seal of the Company is affixed or who shall otherwise execute any deed on behalf of the Company and unless decided otherwise the instrument shall be signed by one director and by the secretary or by a second director.

#### ACCOUNTS

89. Every member shall be entitled during normal business hours to inspect and take copies of the Company's statutory accounts on giving not less than 28 days' written notice to the Company Secretary. The Company may make a reasonable charge for any copies taken by such member but otherwise shall not charge for facilities requested under this clause.

## NOTICES

90. Any notice to be given to or by any person under these Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing
91. The Company may give notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by email to an email address provided by the member to the Company. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given shall be entitled to have notices given at that address, but otherwise no such member shall be entitled to receive any notice from the Company other than by email.
92. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purpose for which it was called.
93. Proof that an envelope containing a notice was properly addressed, prepared and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of an email 24 hours after it was sent.

## INDEMNITY

94. Subject to the provisions of the Companies Act 2006, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her 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.

## RULES

95. The directors may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate:
- 95.1. the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated,
  - 95.2. ethical standards to be observed by directors and officers of the Company on Company business,
  - 95.3. the conduct of members of the Company in relation to one another and to the Company's employees;
  - 95.4. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
  - 95.5. the procedure at general meetings and meetings of the directors and committees of the directors insofar as such procedure is not regulated by these Articles,
  - 95.6. generally, all such matters as are commonly the subject matter of company rules.
96. The Company in general meetings shall have power to alter, add to or repeal the rules and the directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules, which shall be binding on all members of the Company.

97. No rule made under Clause 95 shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles.