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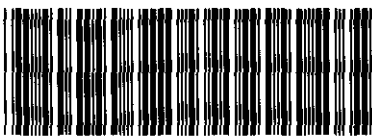
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5731255

The Registrar of Companies for England and Wales hereby certifies that
LONDON HIGHER

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 6th March 2006



N05731255F



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

London Higher

I, Anita Sadler

of Bates Wells and Braithwaite

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the
formation of the company] ~~person named as director or secretary of the
company in the statement delivered to the Registrar under Section 10 of the
Companies Act 1985~~† and that all the requirements of the Companies Act
1985 in respect of the registration of the above company and of matters
precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Anita Sadler

Declared at

ALLEN FERRY 1 NEW CHANGE LONDON EC4M 9QQ

Day Month Year

On

2 2 0 2 2 0 0 6

① Please print name.

before me ①

NICHOLAS CHARLES JACKSON

Signed

NJ

Date

22/02/2006

† A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or~~ Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Bates Wells & Braithwaite
2-6 Cannon St
London
EC4M 6YH

Ref: AJS/202173.1

Tel 0207 5517777

DX number DX 42609

DX exchange Cheapside 1



A52
COMPANIES HOUSE

335
25/02/2006

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Package: 'Laserform'
by Laserform International Ltd.

30(5)(a)

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

London Higher

I, Anita Sadler

of Bates Wells and Braithwaite

a [Solicitor engaged in the formation of the company] ~~do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.~~
I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Anita Sadler

Declared at

ALLEN TOWER, 1 NEW CHANGE, LONDON EC4M

Day Month Year

on 22 02 2006

① Please print name.

before me ①

NICHOLLS CHARLES JACKSON

Signed

Nicholls

Date

22/02/2006

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Bates Wells & Braithwaite
2-6 Cannon St
London
EC4M 6YH

Ref: AJS/202173.1 Tel 0207 5517777
DX number DX 42609 DX exchange Cheapside 1

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or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh



Package: 'Laserform'
by Laserform International Ltd.

10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

5731255

Company Name in full

London Higher

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Senate House

Malet Street

Post town London

County / Region

Postcode WC1E 7HU

If the memorandum is delivered by
an agent for the subscriber(s) of
the memorandum mark the box opposite
and give the agent's name and address.

Y

Agent's Name Bates Wells and Braithwaite

Address 2-6 Cannon Street

Post town London

County / Region

Postcode EC4M 6YH

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Bates Wells & Braithwaite
2-6 Cannon St
London
EC4M 6YH

Ref: AJS/202173.1

Tel 0207 5517777

DX number DX 42609

DX exchange Cheapside 1

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Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

or companies registered in Scotland

DX 235 Edinburgh



Company Secretary (see notes 1-5)

Company name London Higher

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME***Style / Title**

Professor

***Honours etc**

* Voluntary details

Forename(s)

David Seymour

Surname

Latchman

Previous forename(s)**Previous surname(s)**

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

11 Gresham Gardens

Post town

London

County / Region**Postcode**

NW11 8NX

Country

UK

Day Month Year**Date of birth**

2 | 2 | 0 | 1 | 1 | 9 | 5 | 6

Nationality

BRITISH

Business occupation

Head of UK Higher Education Institution

Other directorships

Biovox Ltd

I consent to act as director of the company named on page 1

Consent signature**Date**

22.02.06

This section must be signed by*Either***an agent on behalf
of all subscribers****Signed****Date**

22.02.06

Or the subscribers**Signed****Date**

(i.e those who signed
as members on the
memorandum of
association).

Signed**Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

CHFP025

Company name

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Professor

*Honours etc

Forename(s)

ALastair Tom Parslow

Surname

Pearce

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

TN14 6NH

Country

UK

Day Month Year

AP

Date of birth

09

12

19

53

Nationality BRITISH

Business occupation

Head of Higher Education Institution

Other directorships

None

I consent to act as director of the company named on page 1

Consent signature

Alastair Pearce

Date

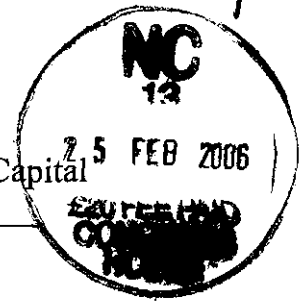
22.02.06

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The Companies Acts 1985 and 1989

Company limited by guarantee and not having a Share Capital



Memorandum of Association

of

London Higher

Name

1. The name of the company is London Higher. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered Office

2. The registered office of the Charity is situated in England.

Objects

3. The Charity's objects are, for the benefit of the public:-
 - 3.1 to promote education, particularly higher and further education in the London region; and
 - 3.2 to undertake any other charitable purpose as the Trustees deem appropriate from time to time.

Powers

4. To promote its objects but not for any other purpose the Charity may:-
 - 4.1 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
 - 4.2 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
 - 4.3 promote, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays, classes or performances;
 - 4.4 promote and foster consultation and discussion between organisations (including but not limited to higher education institutions and further education institutions), schools, other public bodies, and the national standard setting, funding, and inspecting bodies in the education sector;



1944

1945

- 4.5 to seek to influence public opinion and make representations to and seek to influence government and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 4.6 purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4.7 subject to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.8 subject to any consent required by law borrow and raise money on such terms and security as the Charity may think suitable;
- 4.9 subject to clause 4.10 raise funds by way of subscription, donation or otherwise;
- 4.10 trade in the course of carrying out the objects of the Charity;
- 4.11 carry on trade ancillary to carrying out its objects;
- 4.12 establish subsidiary companies to carry on any trade;
- 4.13 subject to clause 5 employ and pay employees and professional or other advisors and make reasonable provision for payment of pensions and other retirement benefits to or on behalf of employees of the Charity and their responses and dependants;
- 4.14 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.15 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.16 undertake and execute any charitable trusts;
- 4.17 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.18 delegate the management of investments to a financial expert provided that:
 - 4.18.1 the financial expert is:

- (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
 - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
- 4.18.2 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.18.3 every transaction is reported promptly to the Trustees;
- 4.18.4 the performance of the investments is reviewed regularly by the Trustees;
- 4.18.5 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.18.6 the investment policy and the delegation arrangements are reviewed at least once a year;
- 4.18.7 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
- 4.18.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.19 guarantee and become or give security for the performance of contracts by any person or company;
- 4.20 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.21 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Charity's objects;
- 4.22 pay out of its funds the costs of forming and registering the Charity;
- 4.23 pay out of the funds of the Charity the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 of which they may be guilty in relation to the Charity. No such insurance shall extend to any claim arising from any act or omission which the Trustee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustee (or

any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not; and

- 4.24 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefit

5. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the Members and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
- 5.1 any payments made to any beneficiary of the Charity (including a Member or Trustee);
 - 5.2 reasonable and proper remuneration to any person (not being a Trustee) for any goods supplied or services rendered to the Charity;
 - 5.3 interest on money lent by any person at a reasonable and proper rate;
 - 5.4 any reasonable and proper rent for premises let by any person;
 - 5.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his/her immediate family holds less than one per cent of the capital;
 - 5.6 reasonable and proper out-of-pocket expenses of Trustees;
 - 5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.23 of this Memorandum;
 - 5.8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the Members or of the Trustees benefit under this provision and provided that any such Member or Trustee shall withdraw from any meeting at which his/her appointment or remuneration or that of his/her partner is under discussion; and
 - 5.9 reasonable and proper remuneration of any Trustee who possesses special skills or knowledge and any firm or company of which such Trustee is a member, partner or employee for work carried out for the Charity on the instructions of the Trustees but:

only if the conflict of interest procedure described in the Articles is followed in selecting the Trustee and determining the remuneration; and

provided that this provision may not apply to more than half the Trustees in any financial year.

Limited liability

6. The liability of the Members is limited.
7. Every Member undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his/her membership or within one year afterwards:
 - 7.1 for the payment of the debts and liabilities of the Charity contracted before he/she ceased to be a Member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment among themselves of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Interpretation

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

The subscribers whose names and addresses are set out below wish to form a company pursuant to this Memorandum.

Signatures, Names and Addresses of Subscribers

1. Signature: M. J. Driscoll Guarantee
Name: Professor Michael John Driscoll £1

Address: Principals Lodge, Trent Park, Oakwood, London N14 4YZ

Date: 22 February.....2006

WITNESS to the above signature:

Signature: G. H. C. G. Geoffrey Malcolm Copland

Name: G. H. C. G. GEOFFREY MALCOLM COPLAND

Address: UNIVERSITY OF WESTMINSTER, 309 REGENT ST LONDON W1B 2UW

Occupation: VICE-CHANCELLOR

2. Signature: D. S. Latchman

Name: Professor David Seymour Latchman £1

Address: 11 Gresham Gardens, London NW11 8NX

Date: 22 February.....2006

WITNESS to the above signature:

Signature: G. H. C. G. Geoffrey Malcolm Copland

Name: GEOFFREY MALCOLM COPLAND

Address: UNIVERSITY OF WESTMINSTER, 309 REGENT ST LONDON W1B 2UW

Occupation: VICE-CHANCELLOR

3. Signature: Alastair Pearce

Name: Professor Alastair Tom Parslow Pearce £1

Address: Phoenix Cottage, Longbarn Road, Weald TN14 6NH

Date: 22 February.....2006

WITNESS to the above signature:

Signature: M. Coft.....

Name: ~~ST. M. COFT~~ A. GEOFFREY MALCOLM COFLAND

Address: UNIVERSITY OF WESTMINSTER, 309 REGENT ST. LONDON W1B 2UW

Occupation: VICE-CHANCELLOR.....

The Companies Acts 1985 to 1989

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

LONDON HIGHER

Interpretation

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

| <i>Term</i> | <i>Meaning</i> |
|----------------------------|--|
| 1.1 "Act" | the Companies Act 1985 (including any statutory modification or re-enactment) |
| 1.2 "Articles" | these Articles of Association |
| 1.3 "clear days" | in relation to the period of a notice, that 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 |
| 1.4 "Charity" | London Higher |
| 1.5 "in writing" | written or printed including writing transmitted by electronic communication and "written" shall have a corresponding meaning |
| 1.6 "Members" | the company law members of the Charity from time to time as defined under the Act |
| 1.7 "Memorandum" | the Memorandum of Association of the Charity |
| 1.8 "Office" | the registered office of the Charity |
| 1.9 "Secretary" | the company secretary of the Charity |
| 1.10 "Trustee and Trustee" | the director and directors as defined in the Act |

2. Words or expressions in the Articles have the same meaning as in the Act (excluding any statutory modification not in force on incorporation).

Members

3. The subscribers to the Memorandum and persons admitted to membership by the Trustees in accordance with the Articles will be the Members.
4. Every person who wishes to become a Member must apply to the Charity in such form as the Trustees require.
5. No person will be admitted as a Member unless his/her application is approved by the Trustees and the Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for doing so.
6. The Trustees may from time to time prescribe criteria for membership. To be eligible for membership, an applicant must be a Vice-Chancellor, Principal or other person who has primary responsibility for the academic and executive affairs of a higher education institution in the Government Office region for London.
7. If a person becomes a Member, his/her name and address will be entered in the Register of Members.
8. Membership shall not be transferable and shall cease on death. A Member shall cease to be a Member:-
 - 8.1 on the expiry of at least seven clear days' notice given by him/her to the Charity of his/her intention to withdraw;
 - 8.2 if any subscription/sum payable by the Member to the Charity is not paid on the due date and remains unpaid seven days after notice is given to the Member by the Charity informing him/her that he/she will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on his/her paying such reasonable sum as the Trustees may determine;
 - 8.3 if he/she becomes bankrupt or goes into liquidation or makes any arrangement or composition with his/her/its creditors generally (but not an administrative receiver appointed under Section 18 of the Charities Act 1993); or
 - 8.4 if, at a meeting of the Trustees at which at least half the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the

Trustees. A Member expelled by a resolution remains liable to pay to the Charity any subscription/other sum owed by him or her.

9. The Trustees may at their discretion establish different categories of Members and levy subscriptions at such rate(s) as they shall decide.

Associate Members

10. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be Members for the purposes of the Articles or the Act.

Patrons

11. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a Member and shall also have the right to receive accounts of the Charity when available to Members.

Annual General Meeting

12. The Charity shall hold an annual general meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Trustees think suitable.

Other General Meetings

13. The Trustees may call an extraordinary general meeting at any time. The Trustees must call an extraordinary general meeting on receiving a requisition to that effect, signed by at least 10% of the Members having the right to attend and vote at general meetings. In default, the requisitionists may call an extraordinary general meeting in accordance with the Act.

Length of Notice

14. Unless Article 15 applies, an annual general meeting and a general meeting called to pass a special resolution or a resolution appointing a person as a Trustee shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice.
15. A general meeting may be called by shorter notice if it is so agreed:-
 - 15.1 in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting; and

- 15.2 in the case of any other general meeting, by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the Members.

Contents of Notice

16. Notices calling a general meeting must specify the place, day and time of the meeting, the type (annual or extraordinary) and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice must contain a statement to that effect together with the wording of the resolution.

Service of Notice

17. Notice of general meetings must be given to every Member, the Trustees, any honorary member and to the auditors of the Charity.

Proceedings at general meetings

18. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted (each being a Member, a proxy for a Member or a duly authorised representative of a corporate Member) or ten percent of the total membership, whichever is the greater, shall be a quorum.
19. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting will stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present will be a quorum.
20. The chairman, if any, of the Trustees or in his/her absence some other Trustee nominated by the Trustees at the meeting shall preside as chairman of the meeting.
21. If no Trustee is willing to act as chairman, or if no Trustee 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.
22. A Trustee may, even if not a Member, attend and speak at any general meeting.
23. The chairman may, with the consent of a meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business will 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

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 will not be necessary to give any such notice.

24. A resolution put to the vote of a meeting will be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

24.1 by the chairman; or

24.2 by at least two Members having the right to vote at the meeting; or

24.3 by a Member/Members representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

25. Unless a poll is 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 will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

26. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made.

27. A poll will be taken as the chairman directs and he/she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

28. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman will have a casting vote in addition to any other vote he/she may have.

29. A poll demanded on the election of the chairman or on a question of adjournment will be taken immediately. A poll demanded on any other question will be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had not been made.

30. No notice need 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 any other case at least seven clear days' notice will be given specifying the time and place at which the poll is to be taken.
31. The proceedings at any meeting or on the taking of any poll will not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.

Written Resolution of Members

32. 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 he/she was present will 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 signed by or on behalf of one or more Members. The date of a written resolution will be the date on which the last Member signs.

Votes of Members

33. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
34. No Member may vote on any matter in which he/she is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.
35. No Member will be entitled to vote at any general meeting unless all monies presently payable by him or her to the Charity have been paid.
36. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his/her receiver, or a person appointed by court and any such receiver or person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote will be deposited at the Office, or at another place specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
37. No objection will 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 will be final and binding.

38. A proxy will be in writing, executed by the appointing Member (and if that Member is a corporation it shall be signed by one director and the company secretary of such company or by two of its directors) and will be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

"London Higher,

I/We,

of ,

being a member/members of the above named Charity, hereby appoint

, of , or failing him/her,

, 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 Charity to be held on 200 , and at any adjournment thereof.

Signed:

Dated:"

39. Where it is desired to afford Members an opportunity of instructing the proxy how he/she shall act a proxy will be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve)-

"London Higher

I/We, , of , being a member/members of the above named Charity, hereby appoint

of , or failing him/her,

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 Charity to be held on 200 , 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/she thinks fit or abstain from voting.

Signed:

Dated:”

40. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:-

40.1 be deposited at the Office or at 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 Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

40.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

40.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Trustee;

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

41. A proxy for a Member who is entered on the register of Members as being a representative of an unincorporated association or body may be appointed either by the Member or by the unincorporated association or body.

42. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited 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.

Number of Trustees

43. There shall be at least three Trustees.

Powers of Trustees

44. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all

the powers of the Charity. No alteration of the Memorandum or Articles will invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article will not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

45. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

Regulations

46. The Trustees will have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, as to the duties of any officers or employees of the Charity, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations will not be inconsistent with the Memorandum or the Articles.

Delegation of Trustees' powers

47. The Trustees may delegate any of their powers to any committee (in addition to delegation the implementation of their resolutions and day to day management of the Charity) provided that:
- 47.1 the resolution making that delegation shall specify the members of such committee (who may be but need not be Trustees) and state any co-options the committee may make;
 - 47.2 the committee shall report regularly to the Trustees;
 - 47.3 the delegation shall be revocable at any time;
 - 47.4 the Trustees may make regulations for any such committee;
 - 47.5 the committee shall not incur expenditure except as approved by the Trustees;
 - 47.6 any financial matter and the operation of any bank account may be delegated; and
 - 47.7 committee proceedings shall be governed by the provisions of the Articles regulating the proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

Appointment and removal of Trustees

48. The initial Trustees will be those appointed on incorporation.
49. The Trustees have the power to appoint additional Trustees at any time, either to fill a vacancy or as an additional Trustee. A Trustee so appointed will hold office only until the next annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he/she will vacate office at the end of the meeting.
50. At every annual general meeting the one-third of the Trustees who have been longest in office since their last appointment or reappointment will retire. As between persons who became or were last reappointed as Trustees on the same day, those to retire (unless they otherwise agree among themselves) will be decided by lot. If there is only one Trustee who is subject to retirement by rotation, he/she will retire. No person may serve as Trustee for more than 6 consecutive years.
51. If the Charity at the meeting at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee 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 Trustee is put to the meeting and lost.
52. No person may be appointed as a Trustee who is:-
 - 52.1 under 18; or
 - 52.2 disqualified from acting.
53. The office of a Trustee must be vacated if:-
 - 53.1 he/she ceases to be a Trustee under any provision of the Act or becomes prohibited from acting by law;
 - 53.2 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
 - 53.3 he/she is unable to act through mental incapacity and the Trustees resolve that he/she be removed for that reason;
 - 53.4 he/she resigns in writing to the Charity (provided at least two Trustees will remain in office when the resignation takes effect);
 - 53.5 he/she fails to attend three consecutive meetings of the Trustees without reasonably apology and the Trustees resolve that he/she be removed for that reason; or

- 53.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office. Such a resolution must not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed and has been afforded a reasonable opportunity of being heard by, or of making written representations to, the Trustees.
54. At least seven but not more than twenty-eight clear days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he/she were so appointed or reappointed, be required to be included in the register of Trustees.
55. Subject to the above Articles, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed. If he/she is not reappointed, he/she shall retain office until the meeting appoints someone in his/her place, or if it does not do so, until the end of the meeting.

Proceedings of Trustees

56. Subject to the Act, the Memorandum and the Articles, the business of the Charity will be managed by the Trustees who may exercise all the powers of the Charity.
57. Continuing Trustees or a sole continuing Trustee may act if the number of Trustees is below the minimum only for the purpose of appointing sufficient Trustees to bring their number back up to such minimum.
58. The Trustees may appoint one of their number to be the chairman of the Trustees and may at any time remove him/her from that office. Such appointments may be for up to three years. No person may serve as chairman for more than six continuous years.
59. All acts done by a person acting as a Trustee shall, if it is afterwards discovered that there was a defect in his/her appointment or that he/she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
60. Subject to the provisions of these Articles the Trustees may regulate their proceedings as they think fit.

Conflicts of interest

61. If a Trustee has a personal interest in a matter to be discussed at a meeting, or has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to that matter he/she must:
- 61.1 declare the interest before discussion begins on the matter;
 - 61.2 withdraw from that part of the meeting unless invited to remain; and
 - 61.3 have no vote on the matter.

Written resolution of Trustees

62. A resolution in writing signed by all Trustees will be as valid as if it had been passed at a meeting and may consist of several duplicate signed forms. The date of a written resolution shall be the date on which the last Trustee signs.

Virtual meetings

63. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Secretary

64. The Secretary will be appointed (and may be removed) by the Trustees for such term and on such remuneration and conditions as they think fit.

Minutes

65. The Trustee will cause minutes to be made in books kept for the purpose:-

- 65.1 of all appointments made by the Trustees; and
- 65.2 of all proceedings at Trustees', Members' and committee meetings;

and any such minute signed by the chairman of the meeting at which the proceedings were held, or by the chairman of the next succeeding meeting, will be sufficient evidence of the proceedings.

Accounts and Reports

66. The Trustees must comply with the requirements of the Act and of the Charities Act 1993 (or modification/re-enactment of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 66.1 annual reports;

- 66.2 annual returns;
- 66.3 annual statements of account.

Notices

- 67. Any notice to be given to or by any person pursuant to the Articles must be in writing to an address (including any electronic address) for the time being notified for that purpose to the person giving the notice.
- 68. The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his/her registered address or by leaving it at that address, or by facsimile or by electronic means to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her.
- 69. A person present in person or by proxy at any meeting of the Charity will be deemed to have received due notice of the meeting.

Indemnity

- 70. Subject to the provisions of the Act (but without prejudice to any indemnity to which a Trustee may otherwise be entitled) every Trustee will be indemnified out of the assets of the Charity:
 - 70.1 against all costs, charges, losses, expenses or liabilities incurred by him/her in the proper execution and discharge of his/her duties in relation to the Charity; and
 - 70.2 against all costs, charges, losses, expenses, or liabilities incurred by him/her:
 - 70.2.1 in defending any civil or criminal proceedings in which judgment is given in his/her favour or in which he/she is acquitted; and
 - 70.2.2 in connection with any issue in which relief from liability is granted to him/her

where such proceedings or issue arise(s) as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity.

Trustees' Indemnity Insurance

- 71. The Trustees shall have power to resolve under the provisions of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

72. The provisions of clauses 7 and 8 of the Memorandum apply to the winding-up or dissolution of the Charity.

Names, addresses and signatures of subscribers

1. Signature: M. J. Driscoll

Name: Professor Michael John Driscoll

Address: Principals Lodge, Trent Park, Oakwood, London N14 4YZ

Date: 22 February 2006

WITNESS to the above signature:

Signature: G. M. Copland

Name: GEOFFREY MALCOLM COPLAND

Address: UNIVERSITY OF WESTMINSTER 309 REGENT ST. LONDON W1B 2UH

Occupation: VICE-CHANCELLOR

2. Signature: D. S. Latchman

Name: Professor David Seymour Latchman

Address: 11 Gresham Gardens, London NW11 8NX

Date: 22 February 2006

WITNESS to the above signature:

Signature: G. M. Copland

Name: GEOFFREY MALCOLM COPLAND

Address: UNIVERSITY OF WESTMINSTER 309 REGENT ST LONDON W1B 2UH

Occupation: VICE-CHANCELLOR

3. Signature: Alastair Pearce

Name: Professor Alastair Tom Parslow Pearce

Address: Phoenix Cottage, Longbarn Road, Weald TN14 6NH

Date: 22 February 2006

WITNESS to the above signature:

Signature: J. M. Copland

Name: GEOFFREY MALCOLM COPLAND

Address: UNIVERSITY OF WESTMINSTER, 309 REGENT ST LONDON W1B 2UH

Occupation: VICE-CHANCELLOR