

Appendix 1
Articles of Association

BIMM UNIVERSITY LIMITED
(COMPANY NO. 06347465)

ARTICLES OF ASSOCIATION



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1. INTERPRETATION AND LIMITATION OF LIABILITY

1.1 Defined terms

In the articles, unless the context requires otherwise:-

"articles"	means the Company's articles of association
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
"chairman"	has the meaning given in article 5.6.2
"chairman of the meeting"	has the meaning given in article 14.1.3
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company
"Company"	means BIMM University Limited (Company No. 06347465)
"director"	means a director of the Company, and includes any person occupying the position of director, by whatever name called
"distribution recipient"	has the meaning given in article 10.2.2
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006
"fully paid"	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006
"holder"	in relation to shares means the person whose name is entered in the register of members as the holder of the shares
"independent directors"	means directors who are neither members of staff, students nor shareholders or who otherwise hold any interest (beneficial or otherwise) in the equity of the Company (but who may be remunerated in accordance with Article 7.2)
"instrument"	means a document in hard copy form
"Office for Students"	means the non-departmental public body of the Department for Education, acting as the regulator and competition authority for the higher education sector in England or any successor body
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006
"paid"	means paid or credited as paid
"parent undertaking"	has the meaning given in section 1162 of the Companies Act 2006

"participate"	in relation to a directors' meeting, has the meaning given in article 5.4.1
"proxy notice"	has the meaning given in article 17.4.1
"shareholder"	means a person who is the holder of a share
"shares"	means shares in the Company
"special resolution"	has the meaning given in section 283 of the Companies Act 2006
"subsidiary"	has the meaning given in section 1159 of the Companies Act 2006
"transmittee"	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

1.3 **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

2. **OBJECTS**

The objects ("the **Objects**") for which the Company is established are to carry on business as a higher education institution providing courses of instruction in the creative arts, leading to the award of degrees (from either itself or other degree awarding bodies) or other appropriate qualifications.

3. **POWERS**

3.1 In furtherance of the Objects, the Company shall have the power:-

- 3.1.1 To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business;
- 3.1.2 To erect, alter or maintain any buildings, plant and machinery necessary or *convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above;*
- 3.1.3 To acquire by subscription or otherwise and hold, sell, deal with, make a market in or dispose of any shares, stocks, debentures, debenture stock, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority (Municipal, Local or otherwise), whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof,

- 3.1.4 To receive money on deposit or otherwise either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers;
- 3.1.5 To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) parent undertaking of the Company or any company which is a subsidiary of such parent undertaking, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company;
- 3.1.6 To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit;
- 3.1.7 To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired;
- 3.1.8 To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, consultants, experts or agents;
- 3.1.9 To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights;
- 3.1.10 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company;
- 3.1.11 To draw, accept, make, endorse, discount, execute, issue and negotiate promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments;
- 3.1.12 To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve;
- 3.1.13 To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or

deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine;

- 3.1.14 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired;
- 3.1.15 To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company;
- 3.1.16 To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company;
- 3.1.17 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit;
- 3.1.18 To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants;
- 3.1.19 To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment;
- 3.1.20 To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 3.1.21 To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and or discharge of their duties and or in the exercise of their powers and or otherwise in relation to

their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability;

3.1.22 To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents; and

3.1.23 To do all such other things (whether similar to any of the foregoing or not) as are incidental to or which the Company may think conducive to the Objects.

4. DIRECTORS' POWERS AND RESPONSIBILITIES

4.1 Directors' general authority

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company. For the avoidance of doubt the directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

4.2 Shareholders' reserve power

4.2.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

4.3 Directors may delegate

4.3.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:-

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

4.3.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

4.3.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

4.4 Committees

- 4.4.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.
- 4.4.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

4.5 Audit Committee

The directors shall establish and thereafter maintain a committee, to be known as the Audit Committee, to advise on matters relating to the directors' audit arrangements and systems of internal control. The composition of the Audit Committee and its terms of reference shall be prescribed in standing orders.

4.6 Academic Board

- 4.6.1 The directors shall establish and thereafter maintain a committee, to be known as the Academic Board, to act as its academic authority and which shall take such measures and act in such a manner as shall best promote the academic and professional work of the Company and safeguard the standards of its awards. The directors shall establish standing orders governing the composition, powers and responsibilities of the Academic Board. The chair of the Academic Board shall be a person of academic standing having knowledge and experience of the standards of degrees awarded in the United Kingdom.
- 4.6.2 The Academic Board shall report to the directors on all matters within its delegated authority in such format and upon such frequency as the directors may require in order for the directors to be assured of the effectiveness of the academic governance of the Company.
- 4.6.3 This Article 4.6.3 shall only apply in the event of and for so long as the Company has degree-awarding powers. In that event and for so long as the Company has degree-awarding powers, the directors have a duty to provide the Office for Students with at least 28 days written notice of their intention to directly or indirectly dissolve or otherwise cause the Academic Board's powers or responsibilities to be reduced, before doing so.
- 4.6.4 The directors shall inform the Office for Students of any change of ownership of the Company in accordance with the current guidance issued by the Office for Students relating to change of control of institutions with degree awarding powers including details of the proposed arrangements to ensure that students are not prejudiced and that the standard of provision is in accordance with the criteria for degree awarding powers. The Company shall provide all reasonable assistance in respect of any notification required and/or directed by the Office for Students.
- 4.6.5 Any proposal to withdraw a programme of study leading to an award of the Company shall be subject to the approval of the Academic Board. Before implementing such proposal, the directors must demonstrably safeguard the interests and rights of students registered on the programme and the standards of the relevant award.

5. DECISION-MAKING BY DIRECTORS

5.1 Directors to take decisions collectively

- 5.1.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 5.2.2.

5.2 Unanimous decisions

- 5.2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 5.2.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 5.2.3 References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- 5.2.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

5.3 Calling a directors' meeting

- 5.3.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.
- 5.3.2 Notice of any directors' meeting must indicate:-
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 5.3.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 5.3.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

5.4 Participation in directors' meetings

- 5.4.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:-
- (a) the meeting has been called and takes place in accordance with the articles; and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

5.4.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

5.4.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

5.5 Quorum for directors' meetings

5.5.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

5.5.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

5.5.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:-

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors.

5.6 Chairing of directors' meetings

5.6.1 The directors may appoint a director to chair their meetings.

5.6.2 The person so appointed for the time being is known as the chairman.

5.6.3 The directors may terminate the chairman's appointment at any time.

5.6.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

5.7 Casting vote

5.7.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

5.7.2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

5.8 Conflicts of interest

5.8.1 A director who is in any way either directly or indirectly interested in any contract, transaction or arrangement with the Company or in which the Company is interested, shall declare the nature of his interest at a meeting of the directors. Subject to such disclosure, a director shall be entitled to vote in respect of any such contract, transaction or arrangement in which he is interested and he shall be counted in reckoning whether a quorum is present.

- 5.8.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

5.9 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

5.10 Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

6. APPOINTMENT OF DIRECTORS

6.1 There shall be a minimum of 3 directors of which at least 1 shall be an Independent Director.

- 6.2 Independent directors shall be appointed for a term of three years. A retiring Independent Director shall be eligible for re-election for up to two further terms each of three years.

- 6.3 All Directors shall meet the "fit and proper" test for members of the governing body of a registered provider of higher education as required by the Office for Students from time to time.

- 6.4 In appointing directors, the directors shall seek to ensure that the board has a balanced skills set with appropriate diversity.

6.5 Methods of appointing directors

- 6.5.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:-

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

- 6.5.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

- 6.5.3 For the purposes of paragraph 6.5.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

7. TERMINATION OF DIRECTOR'S APPOINTMENT

7.1 A person ceases to be a director as soon as:-

- 7.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 7.1.2 that person is determined by the Office for Students (or any successor regulator) not to be fit and proper to act in such capacity;

- 7.1.3 in the case of an independent director, their term of office expires and its not otherwise renewed;
- 7.1.4 a bankruptcy order is made against that person;
- 7.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 7.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 7.1.7 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; and
- 7.1.8 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

7.2 Directors' remuneration

- 7.2.1 Directors may undertake any services for the Company that the directors decide.
- 7.2.2 Directors are entitled to such remuneration as the directors determine:-
 - (a) for their services to the Company as directors, and
 - (b) for any other service which they undertake for the Company.
- 7.2.3 Subject to the articles, a director's remuneration may:-
 - (a) take any form; and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 7.2.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 7.2.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

7.3 Directors' expenses

- 7.4 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:-
 - 7.4.1 meetings of directors or committees of directors;
 - 7.4.2 general meetings; or
 - 7.4.3 separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

- 7.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

8. SHARES

8.1 All shares to be fully paid up

8.1.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

8.1.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

8.2 Powers to issue different classes of share

8.2.1 Subject to the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

8.2.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

8.2.3 In accordance with section 567 of the Companies Act 2006, the statutory rights of pre-emption contained in section 561 of the Companies Act 2006 shall not apply to the Company. Any shares for the time being unissued shall be offered to the shareholders in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by special resolution otherwise direct. Such offer shall be made by written notice specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the directors may in accordance with the provisions hereto allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of difficulty in apportioning the same cannot in the view of the directors effectually be offered in the manner aforesaid.

9. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

9.1 Share certificates

- 9.2 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.

- 9.3 Every certificate must specify:-
- 9.3.1 in respect of how many shares, of what class, it is issued;
 - 9.3.2 the nominal value of those shares;
 - 9.3.3 that the shares are fully paid; and
 - 9.3.4 any distinguishing numbers assigned to them.
- 9.4 No certificate may be issued in respect of shares of more than one class.
- 9.5 If more than one person holds a share, only one certificate may be issued in respect of it.
- 9.6 Certificates must:-
- 9.6.1 have affixed to them the Company's common seal; or
 - 9.6.2 be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

- 9.7 If a certificate issued in respect of a shareholder's shares is:-
- 9.7.1 damaged or defaced; or
 - 9.7.2 said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 9.8 A shareholder exercising the right to be issued with such a replacement certificate:-
- 9.8.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 9.8.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 9.8.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.
- 9.9 **Share transfers**
- 9.9.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
 - 9.9.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
 - 9.9.3 The Company may retain any instrument of transfer which is registered.
 - 9.9.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

- 9.9.5 No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- 9.9.6 Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called the "transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the directors to the shareholders (other than the vendor), at that price save that if the directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) or, in the case of a company to which no auditors have been appointed, such independent expert as determined and duly appointed by the shareholders of the Company in general meeting, to certify by certificate in writing (hereinafter called "the certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.
- 9.9.7 If the auditors (or the independent expert as aforesaid) are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.
- 9.9.8 Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called "the offer notice") inform each shareholder (other than the vendor) of the number and price of the said shares and shall invite each such shareholder to apply in writing to the Company within 21 days of the date of dispatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.
- 9.9.9 If such shareholders shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant shareholders in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant shareholder shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the shareholders in proportion to their existing holdings, the same shall be allocated to the applicant shareholders, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the directors think fit.
- 9.9.10 The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the shareholders to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the dispatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

- 9.9.11 The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing shareholders named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing shareholder. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.
- 9.9.12 During the 6 months following the expiry of the period of 21 days referred to in paragraph 9.9.9 the vendor shall be at liberty subject nevertheless to the provisions of paragraph 9.9.13 to transfer to any person (including the Company) and at any price (not being less than the price fixed under 9.9.6 any of the said shares not allocated by the directors as aforesaid.
- 9.9.13 The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
- 9.9.14 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:-
- (a) is to any Secured Party; or
 - (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
 - (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore notwithstanding anything to the contrary contained in these articles, no transfer of any shares in the Company (or proposed transfer of such shares) to a Secured Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the articles of otherwise howsoever to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares.

For the purpose of the article "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf.

9.10 Transmission of shares

- 9.10.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 9.10.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:-
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person; and

- (b) subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

9.10.3 But transmitters do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

9.11 Exercise of transmitters' rights

9.11.1 Transmitters who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

9.11.2 If the transmitter wishes to have a share transferred to another person, the transmitter must execute an instrument of transfer in respect of it.

9.11.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

9.12 Transmitters bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the shareholder before the transmitter's name has been entered in the register of members.

9.13 Lien on shares

The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the directors may at any time declare any shares to be wholly or in part exempt from these provisions. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

10. DIVIDENDS AND OTHER DISTRIBUTIONS

10.1 Procedure for declaring dividends

10.1.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

10.1.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

10.1.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

10.1.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

- 10.1.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 10.1.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 10.1.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

10.2 Payment of dividends and other distributions

- 10.2.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:-

- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

- 10.2.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:-

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

10.3 No interest on distributions

- 10.4 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:-

- 10.4.1 the terms on which the share was issued; or
- 10.4.2 the provisions of another agreement between the holder of that share and the Company.

10.5 Unclaimed distributions

10.5.1 All dividends or other sums which are:-

- (a) payable in respect of shares; and
 - (b) unclaimed after having been declared or become payable,
- may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

10.5.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

10.5.3 If:-

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
 - (b) the distribution recipient has not claimed it,
- the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

10.6 Non-cash distributions

10.6.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

10.6.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:-

- (a) fixing the value of any assets;
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

10.7 Waiver of distributions

10.8 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:-

10.8.1 the share has more than one holder; or

10.8.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

11. CAPITALISATION OF PROFITS

11.1 Authority to capitalise and appropriation of capitalised sums

11.1.1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution:-

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

11.1.2 Capitalised sums must be applied:-

- (a) on behalf of the persons entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

11.1.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

11.1.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

11.1.5 Subject to the articles the directors may:-

- (a) apply capitalised sums in accordance with paragraphs 11.1.3 and 11.1.4 partly in one way and partly in another;
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

12. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

12.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

12.2 A person is able to exercise the right to vote at a general meeting when:-

12.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 12.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 12.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 12.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 12.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
13. **QUORUM FOR GENERAL MEETINGS**
- No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
14. **CHAIRING GENERAL MEETINGS**
- 14.1.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 14.1.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-
- (a) the directors present; or
 - (b) (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 14.1.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".
15. **ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS**
- 15.1.1 Directors may attend and speak at general meetings, whether or not they are shareholders.
- 15.1.2 The chairman of the meeting may permit other persons who are not:-
- (a) shareholders of the Company; or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,
- to attend and speak at a general meeting.
16. **ADJOURNMENT**
- 16.1.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 16.1.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:-
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 16.1.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 16.1.4 When adjourning a general meeting, the chairman of the meeting must:-
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 16.1.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):-
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 16.1.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

17. VOTING AT GENERAL MEETINGS

17.1 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

17.2 Errors and disputes

- 17.2.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 17.2.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

17.3 Poll votes

- 17.3.1 A poll on a resolution may be demanded:-
- (a) in advance of the general meeting where it is to be put to the vote; or

- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

17.3.2 A poll may be demanded by:-

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

17.3.3 A demand for a poll may be withdrawn if:-

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

17.3.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

17.4 Content of proxy notices

17.4.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:-

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

17.4.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

17.4.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

17.4.4 Unless a proxy notice indicates otherwise, it must be treated as:-

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

17.5 Delivery of proxy notices

- 17.5.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 17.5.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.5.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.5.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

17.6 Amendments to resolutions

- 17.6.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:-
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 17.6.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:-
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 17.6.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

18. MEANS OF COMMUNICATION TO BE USED

- 18.1 Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 18.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

- 18.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

19. COMPANY SEALS

- 19.1 Any common seal may only be used by the authority of the directors.
- 19.2 The directors may decide by what means and in what form any common seal is to be used.
- 19.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 19.4 For the purposes of this article, an authorised person is:-
- 19.4.1 any director of the Company;
 - 19.4.2 the Company secretary (if any); or
 - 19.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

19.5 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

19.6 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

20. DIRECTORS' INDEMNITY AND INSURANCE

20.1 Indemnity

- 20.1.1 Subject to paragraph 20.1.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:-
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
 - (c) any other liability incurred by that director as an officer of the Company or an associated company.
- 20.1.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

20.1.3 In this article:-

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant director" means any director or former director of the Company or an associated company.

20.2 Insurance

20.2.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

20.2.2 In this article:-

- (a) a "relevant director" means any director or former director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

21. ACADEMIC FREEDOM AND FREEDOM OF SPEECH

21.1 Staff of the Company, while engaged in teaching and research in accordance with their terms and conditions of service, shall have freedom within the law to question and test received wisdom and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges.

21.2 The Company shall take such steps as are reasonably practical to ensure that freedom of speech within the law is secured for its students and staff and for visiting speakers and that the use of the premises of the Company is not denied to any individual or body of persons on any ground connected with their beliefs or views, or their policy or objectives.

21.3 The Company shall approve and regularly review a code of practice setting out the procedures to be followed by students and staff of the Company with respect to meetings and other activities held on the premises of the Company, and shall take such steps as are reasonably practicable to secure that the requirements of the code of practice are complied with.