

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06886359

The Registrar of Companies for England and Wales hereby certifies that  
NATIONAL EDUCATION & EMPLOYER PARTNERSHIP TASKFORCE

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

Given at Companies House on 23rd April 2009



\*N06886359W\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**Companies House**

— for the record —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

**6886359**

Company name

**NATIONAL EDUCATION & EMPLOYER PARTNERSHIP  
TASKFORCE**

I,

**ANTHONY SALZ**

of

**N M ROTHSCHILD & SONS LTD ST. SWITHIN'S  
LANE  
LONDON  
UK  
EC4P 4DU**

a

person named as a director of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**  
— for the record —

**10(ef)**

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



X8A1J99H

Received for filing in Electronic Format on the: **23/04/2009**

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*Company Name  
in full:* **NATIONAL EDUCATION & EMPLOYER PARTNERSHIP TASKFORCE**

*Proposed Registered  
Office:* **2 BATH PLACE  
RIVINGTON STREET  
LONDON  
EC2A 3DB**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **THE LONDON LAW AGENCY LIMITED**

*Agent's Address:* **THE OLD EXCHANGE, 12 COMPTON ROAD  
WIMBLEDON, LONDON  
SW19 7QD**

*Director 1:*

*Name*           **SIR JOHN ROSE**

*Address:*       **ROLLS-ROYCE PLC 65 BUCKINGHAM GATE  
LONDON  
UK  
SW1E 6AT**

*The address above is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985.*

*Nationality:*   **BRITISH**

*Business occupation:*   **ENGINEER**

*Date of birth:*   **09/10/1952**

*Consented to Act:* **Y**       *Date Authorised:* **23/04/2009** *Authenticated:* **YES**

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*Director 2:*

*Name*           **MR ROBERT CHARLES MICHAEL WIGLEY**

*Address:*       **2 PEMBROKE COURT  
LONDON  
UK  
W8 6HN**

*Nationality:*   **BRITISH**

*Business occupation:*   **BANKER**

*Date of birth:*   **04/02/1961**

*Consented to Act:* **Y**       *Date Authorised:* **23/04/2009** *Authenticated:* **YES**

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### *Director 3:*

*Name*            **MR ANTHONY SALZ**

*Address:*      **N M ROTHSCHILD & SONS LTD ST. SWITHIN'S LANE  
LONDON  
UK  
EC4P 4DU**

*The address above is a service address for the beneficiary of a Confidentiality Order granted under the provisions of section 723B of the Companies Act 1985.*

*Nationality:*    **BRITISH**

*Business occupation:*   **SOLICITOR**

*Date of birth:*    **30/06/1950**

*Consented to Act:* **Y**            *Date Authorised:* **23/04/2009**   *Authenticated:* **YES**

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### *Director 4:*

*Name*            **WILLIAM MARTIN CASTELL**

*Address:*      **215 EUSTON ROAD  
LONDON  
UK  
NW1 2BE**

*Nationality:*    **BRITISH**

*Business occupation:*   **CHAIRMAN**

*Date of birth:*    **10/04/1947**

*Consented to Act:* **Y**            *Date Authorised:* **23/04/2009**   *Authenticated:* **YES**

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*Director 5:*

*Name*            **MR RICHARD STUART THORNHILL**

*Address:*       **19 GORDONROAD  
SOUTH WOODFORD  
LONDON  
UK  
E18 1DW**

*Nationality:*    **BRITISH**

*Business occupation:*   **EXECUTIVE HEADTEACHER**

*Date of birth:*    **21/04/1961**

*Consented to Act:* **Y**            *Date Authorised:* **23/04/2009**   *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **subscriber**

*Date Authorised:* **22/04/2009**

*Authenticated:* **Yes**

**COMPANIES ACT 1985 and 2006**

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**A PRIVATE COMPANY LIMITED BY  
GUARANTEE**

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**MEMORANDUM OF ASSOCIATION**

**of**

**NATIONAL EDUCATION & EMPLOYER  
PARTNERSHIP TASKFORCE**

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1. The company's name is **National Education & Employer Partnership Taskforce** (and in this document it is called the *Charity*).

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

3. The objects for which the Charity is established (the *Objects*) are:

To advance, for the public benefit, the education of children and young people in the United Kingdom by encouraging and facilitating engagement by employers in education including, without limitation, through:

- (i) developing partnerships between employers and educational establishments;
- (ii) leading a national campaign to encourage employers to work with educational establishments for the benefit of children and young people and developing, supporting and communicating a national education and employer engagement strategy that provides support for children and young people;
- (iii) encouraging employers to provide support to children and young people through working with educational establishments and in local communities;
- (iv) encouraging collaboration amongst a wide range of partners, including but not limited to, the organisations involved in education-employer engagement, employers, educational establishments, local and national government, local community organisations and educational charities;
- (v) providing guidance for employers to work effectively with and support education and providing guidance for educational establishments to work effectively with and access support from employers;

- (vi) identifying good practice of education-employer engagement and encouraging it to be replicated nationally; and
- (vii) encouraging employers to support relevant parts of the curriculum and enhance and support the governance, leadership and management of educational establishments for the benefit of children and young people.

4.(a) To further its objects, the charity may:

- (i) subject to the restriction in clause 4(a)(ii) raise funds by way of subscription, donation or otherwise;
- (ii) trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits
- (iii) accept (or disclaim) gifts of money and any other property;
- (iv) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (v) sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
- (vi) borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;
- (vii) co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (viii) establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (ix) acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- (x) set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (xi) employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- (xii) deposit or invest funds, employ a professional fund-manager and arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000 (but in any case only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);



- (xiii) provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in subclause (b) of this clause, but subject to the restrictions specified in subclause (c) of this clause;
- (xiv) arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustee or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- (xv) deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- (xvi) insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- (xvii) enter into contracts to provide services to or on behalf of other bodies.
- (xviii) establish or acquire subsidiary companies to assist or act as agents for the Charity.
- (xix) pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- (xx) provide and assist in the provision of money, materials or other help;
- (xxi) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (xxii) publish distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- (xxiii) promote encourage carry out or commission research, surveys, studies or other work making the useful results available;
- (xxiv) provide or procure the provision of counselling and guidance;
- (xxv) provide or procure the provision of advice;
- (xxvi) alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental 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 and Welsh charity may properly undertake;
- (xxvii) enter into contracts to provide services to or on behalf of other bodies;
- (xxviii) to do all such other lawful things as are necessary for the achievement of the Objects;

(b) The liabilities referred to in clause 4(a)(xiii) are:

- (i) any liability that by virtue of any rule of law would otherwise attach to a Trustee of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
    - (ii) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
  - (c) (i) The following liabilities are excluded from clause 4(b)(i):
    - (A) fines;
    - (B) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
    - (C) liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
  - (ii) There is excluded from clause 4(b)(ii) any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- 5.(a) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (b)
    - (i) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
    - (ii) Subject to the restrictions in clause 5(d), a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
    - (iii) A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 104.
  - (c) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:
    - (i) a benefit from the Charity in the capacity of a beneficiary of the Charity;
    - (ii) reasonable and proper remuneration for any goods or services supplied to the Charity.
  - (d) No Trustee may, buy goods or services from the Charity, sell goods, services or any interest in land to the Charity, be employed by or receive any remuneration from the Charity receive any other financial benefit from the Charity unless:
    - (i) the payment is permitted by clause 5(e), does not exceed an amount that is reasonable in the circumstances, and does not result in a majority of the

Trustees having received a financial benefit from the Charity in any one financial year; or

- (ii) the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures prescribed by it.
- (e)
- (i) (A) A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
  - (B) A Trustee may enter into a contract for the supply of services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993.
  - (C) A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Trustees.
  - (D) A company of which a Trustee is a shareholder may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
  - (E) A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
  - (F) The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- (ii) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
  - (A) a partner;
  - (B) an employee;
  - (C) a consultant;
  - (D) a remunerated director; or
  - (E) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.
- (f) For the purposes of clauses 5(b)-(d) only:
- (i) "Charity" shall include any company in which the Charity:
    - (A) holds more than 50% of the shares; or

- (B) controls more than 50% of the voting rights attached to the shares; or
- (C) has the right to appoint one or more directors to the board of directors of the company;

(ii) "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner.

6. The liability of the members is limited.

7. Every member undertakes, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute a sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. (a) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- (i) directly for the Objects; or
- (ii) by transfer to any charity or charities for purposes that are similar to the Objects and regarded as charitable under the law of every part of the United Kingdom; or
- (iii) to any charity for use for particular purposes that fall within the Objects and that are regarded as charitable under the law of every part of the United Kingdom.

(b) Subject to any such resolution of the members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

- (i) directly for the Objects; or
- (ii) by transfer to any charity or charities for purposes that are similar to the Objects and are regarded as charitable under the law of every part of the United Kingdom; or
- (iii) to any charity or charities for use for particular purposes that fall within the Objects and that are purposes which are regarded as charitable under the law of every part of the United Kingdom.

(c) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity for application to the Objects or other purposes similar to the Objects) and if no such resolution is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission. For the

purposes of this clause 8(c) 'charitable purposes' shall be such purposes as are recognised as being charitable under the law of every part of the United Kingdom.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

<b>Name and address of subscriber</b>	<b>Guarantee</b>
Anthony Salz	£10
N M Rothschild & Sons Ltd St. Swithin's Lane London EC4P 4DU	
Robert Wigley	£10
2 Pembroke Court London W8 6HN	
Sir William Castell	£10
215 Euston Road London NW1 2BE	
Sir John Rose	£10
c/o Rolls Royce Plc 65 Buckingham Gate London SW1E 6AT	
Richard Thornhill	£10
19 Gordon Road South Woodford London E18 1DW	

Dated: 22 April 2009

COMPANY NO. [\_\_\_\_\_] ]

CHARITY NO. [\_\_\_\_\_] ]

**COMPANIES ACTS 1985 AND 2006**

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**A PRIVATE COMPANY LIMITED BY  
GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**of**

**NATIONAL EDUCATION & EMPLOYER  
PARTNERSHIP TASKFORCE**

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**INTERPRETATION**

1. In these Articles:

**1985 Act** means the Companies Act 1985;

**2006 Act** means the Companies Act 2006;

**address** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a text message number in each case registered with the Charity;

**Charity** means the company intended to be regulated by these Articles;

**clear days** in relation to the period of a notice means a 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;

**Charity Commission** means the Charity Commission for England and Wales;

**Companies Acts** means the 1985 Act and the 2006 Act;

**Memorandum** means the memorandum of association of the Charity;

**officers** includes the Trustees and the Secretary;

**seal** means the common seal of the Charity if it has one;

**Secretary** means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

**Trustees** means the directors of the Charity. The directors are charity trustees as defined by Section 97 of the Charities Act 1993;

**United Kingdom** means Great Britain and Northern Ireland; and

- (i) references to a document or information being sent, supplied or given to or by a person mean such document or information, or a copy of such document or information, being sent, supplied, given, delivered, issued or made available to or by, or served on or by, or deposited with or by that person by any method authorised by these Articles, and sending, supplying and giving shall be construed accordingly;
- (ii) references to writing mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether in electronic form or otherwise, and written shall be construed accordingly;
- (iii) words denoting the singular include the plural number and *vice versa*, words denoting the masculine gender include the feminine gender and words denoting persons include corporations;
- (iv) words or expressions contained in these Articles which are not defined in these Articles but are defined in the 2006 Act have the same meaning as in the 2006 Act (but excluding any modification of the 2006 Act not in force at the date of adoption of these Articles) unless inconsistent with the subject or context;
- (v) subject to paragraph (iv), references to any provision of enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force;

## **MEMBERS**

- 2. The subscribers to the Memorandum are the first members of the Charity.
- 3. The members of the Charity shall be any person who is appointed a Trustee of the Charity from time to time.
- 4. No other person may be a member of the Charity.
- 5. Membership of the Charity is not transferable or transmissible to anyone else.
- 6. The Trustees must keep a register of names and addresses of the members.

## **CLASSES OF MEMBERSHIP**

- 7. The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations, privileges and duties and set the amounts of any subscription in the register of members.



### **VARIATION OF MEMBERSHIP RIGHTS**

8. The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.
9. The rights attached to a class of membership may only be varied if:
- (a) three-quarters of the members of that class consent in writing to the variation; or
  - (b) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
10. The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

### **TERMINATION OF MEMBERSHIP**

11. Membership is terminated if the member ceases (for any reason) to be a Trustee.

### **PATRONS**

12. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit.

### **PARTNERSHIP BOARD**

13. The partnership board shall comprise a maximum of twenty partners of the Charity.
14. Partners of the Charity shall be one of the following: (i) stakeholders or representatives of education, (ii) representatives of major United Kingdom employers, (iii) representatives of local or national government, (iv) stakeholders or representatives from the voluntary sector, (v) representatives from education and business link intermediaries and (vi) such other persons as the Trustees may consider appropriate having regard to their interest in education.
15. The Trustees shall decide who to appoint as partners to the partnership board. In deciding who to appoint, the Trustees shall have regard to the desirability of the partnership board comprising persons falling within each of the categories in (i) to (iv) of Article 14. The Trustees shall review the membership of the partnership board at least once every 15 months. The Trustees may remove any partner by notice in writing.
16. Partners of the Charity are not members of the Charity (for the purposes of the Companies Acts), with the exception of the chairman of the partnership board who shall be a Trustee and who shall be appointed by the board of Trustees.
17. The partnership board shall meet at least once a year. The purpose of the meeting shall be to help inform the Trustees in determining the direction and strategy of the Charity and to collaborate and assist with implementation of that direction and strategy as requested by the Trustees. The decisions made at a meeting of a partnership board shall be an item of discussion at the next meeting of the board of Trustees.
18. The Trustees or the chairman of the partnership board shall be entitled to invite anyone to observe the proceedings at: (i) a meeting of the partnership board, (ii) a series of

meetings of the partnership board, or (iii) all the meetings of the partnership board within a set time-frame.

19. Membership of the partnership board is not transferable.

#### **GENERAL MEETINGS**

20. The Trustees may call a general meeting at any time and, on the requisition of members pursuant to the provisions of the 2006 Act, shall forthwith convene a general meeting in accordance with the provisions of the 2006 Act.

#### **NOTICE OF GENERAL MEETINGS**

21. General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90 percent of the total voting rights.

22. The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the 2006 Act and Article 38 of these Articles.

23. Subject to the provisions of the Articles and to any restriction imposed on any class of membership, the notice must be given to all the members, the Trustees and auditors.

24. The accidental omission by the Charity to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

25. No business shall be transacted at any general meeting unless a quorum is present. A quorum is 2 persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised corporate representative.

26. If a quorum is not present within half an hour from the time appointed for the meeting or, if during a meeting a quorum ceases to be present the meeting shall be adjourned to such time and place as the Trustees shall determine provided that the Trustees reconvene the meeting with at least seven clear days' notice of the reconvened meeting stating the date, time and place of the reconvened meeting.

27. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

28. One of the co-chairs, if any, of the board of Trustees or in their absence some other Trustee nominated by the Trustees shall preside as chairman of the general meeting. But if both of the co-chairs or such other Trustee (if any) are all absent within fifteen minutes of the time appointed for the meeting and willing to act, the Trustees present shall elect one of their number to be chairman, and if there is only one Trustee present and willing to act, he or she shall be chairman.

29. If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to be chairman.

30. The chairman may, with the consent of a meeting by ordinary resolution at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

31. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:

- (a) by the chairman; or
- (b) by at least two members present in person or by proxy and having the right to vote at the meeting; or
- (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

32. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

33. 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 shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

34. A poll shall be taken as the chairman directs and he or 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 shall be deemed to be the resolution of the meeting at which the poll was demanded.

35. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall 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 shall continue as if the demand had not been made.

36. 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 shall be given specifying the time and place at which the poll is to be taken.

37. On a poll votes may be given either personally or by proxy.

#### **PROXIES: APPOINTMENT AND VOTING**

38. Any member is entitled to appoint another person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a general meeting of the Charity.

39. The appointment of a proxy, whether in hard copy form or electronic form, shall be executed in such a manner as the Trustees may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or his or her attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal.

40. The appointment of a proxy shall be made in writing and shall take the following form (or a form substantially similar or in any other form which the Trustees may approve):

“National Education & Employer Partnership Taskforce

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 general meeting of the charity to be held on.....20....., 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.

\*To be included where the member wishes to instruct the proxy how to vote

\*\*Strike out whichever is not desired.

Signed on.....20.....”.

41. The Trustees may, if they think fit, but subject to the provisions of the Companies Acts, at the Charity's expense send hard copy forms of proxy for use at the meeting and issue invitations in electronic form to appoint a proxy in relation to the meeting in substantially the same form as set out above or as may be approved by the Trustees. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

42. The appointment of a proxy shall:

- (a) if in hard copy form, be delivered by hand or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the Charity in the notice convening the meeting before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (b) if in electronic form, be received at any address to which the appointment of a proxy may be sent by electronic means pursuant to a provision in the Companies Acts or to any other address specified by or on behalf of the Charity for the purpose of receiving the appointment of a proxy :

- (i) in the notice convening the meeting, or

- (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting

before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and before the time appointed for the taking of the poll; or
- (d) if in hard copy form, 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 any proxy appointment which is not delivered or received in a manner so permitted shall be invalid.

43. Where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of the member:

- (a) the Charity may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that member;
- (b) that member shall, if requested by or on behalf of the Charity at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied or a copy of such authority certified notarially or in some other way approved by the Trustees, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid; and
- (c) whether or not a request under Article 43(b) has been made or complied with, the Charity may determine that it has insufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that member and may treat the appointment as invalid.

44. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination was delivered or received as mentioned in the following sentence before the start 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. Such notice of determination shall be either in hard copy form delivered to the office or such other place within the United Kingdom as may be specified by or on behalf of the Charity in accordance with Article 42(a) or in electronic form received at the address (if any) specified by the Charity in accordance with Articles 42(b), regardless of whether any relevant proxy appointment was effected in hard copy form or in electronic form.

#### **WRITTEN RESOLUTIONS**

45. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled

to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a member that is an organisation, its authorised representative may signify its agreement.

#### **VOTES OF MEMBERS**

46. Subject to any rights or restrictions attached to any class of membership created pursuant to Article 7, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself or herself a member entitled to vote, shall have one vote and on a poll every member, whether an individual or an organisation shall have one vote.

47. 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 or her receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other 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 shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 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.

48. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

#### **CORPORATE REPRESENTATIVES**

49. Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

50. The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

51. Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

#### **TRUSTEES**

52. A Trustee must be a natural person aged 16 years or older.

53. No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 65.

54. Unless otherwise determined by ordinary resolution, the number of Trustees shall be not less than 3 but shall not be more than 15.

55. The first Trustees shall be those persons notified to Companies House as the first trustees of the Charity.

#### **POWERS OF TRUSTEES**

56. Subject to the provisions of the Companies Acts, the Memorandum and the Articles and to any direction given by special resolution, 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 the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall 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.

#### **DELEGATION OF TRUSTEES' POWERS**

57. The Trustees may delegate any of their powers to any committee consisting of such number of Trustees (if any), including, without limitation, a nominations committee for the nomination of candidates to fill board vacancies and an executive committee for the day to day management of the affairs of the Charity. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate all or any of the powers delegated to one or more Trustees (whether or not acting as a committee) or to any employee or agent of the Charity. Any such delegation may be made subject to such conditions as the Trustees may specify, and may be revoked or altered. The Trustees may co-opt persons other than Trustees on to any such committee. Such co-opted persons may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are Trustees. Subject to any conditions imposed by the Trustees, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of Trustees so far as they are capable of applying.

58. No committee established by the Trustees shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.

59. 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, including authority for the agent to delegate all or any of his or her powers.

60. The Trustees may appoint any person to any office (including executive office) or employment having a designation or title including the word "director" or attach such a designation or title to any existing office or employment with the Charity and may terminate any such appointment or the use of any such designation or title. Any such appointment may be made upon such terms as the Trustees determine and they may remunerate any such

appointed person for his or her services as they think fit. The inclusion of the word “director” in the designation or title of any such office or employment shall not imply that the holder is a Trustee of the Charity, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a Trustee of the Charity for any of the purposes of these Articles.

#### **THE APPOINTMENT AND REMOVAL OF TRUSTEES**

61. No person may become a Trustee except pursuant to Articles 62 to 64.
62. The Trustees may by a majority decision appoint any person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee subject to any maximum number for the time being in force, and remove any Trustee from office.
63. All Trustees must be given not less than 7 clear days’ notice of any resolution to appoint or remove a Trustee.
64. Any Trustee appointed shall hold office until the time for which he or she is appointed expires without being renewed or he or she is removed in accordance with Article 62 or under Article 65.

#### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

65. The office of a Trustee shall be vacated if:
- (a) he or she ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a director of a company; or
  - (b) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
  - (c) he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - (d) he or she is, or may be, suffering from mental disorder and either:
    - (i) he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
  - (e) he or she resigns his or her office by notice to the Charity (but only if at least two Trustees remain in office when the notice of resignation is to take effect); or
  - (f) he or she shall for more than six consecutive months have been absent without permission of the Trustees from meetings of Trustees held during that period and the Trustees resolve that his or her office be vacated; or
  - (g) he or she is removed in accordance with Article 62; or



- (h) he or she is requested to resign in writing by not less than three quarters of the other Trustees.

#### **TRUSTEES' REMUNERATION**

66. The Trustees must not be paid any remuneration by the Charity unless it is so authorised by clause 5 of the Memorandum.

#### **TRUSTEES APPOINTMENTS AND INTERESTS**

67. For the purposes of section 175 of the 2006 Act, the Trustees may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of duty by a Trustee under that section, including, without limitation, any matter which relates to a situation in which a Trustee has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Charity. Any such authorisation will be effective only if:

- (a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Trustee in question or any other interested Trustee;
- (b) the conflicted Trustee is not permitted to vote on the matter and the matter was agreed to without their voting; and
- (c) the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

The Trustees may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted. The Trustees may vary or terminate any such authorisation at any time.

For the purposes of the Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

68. Provided that a conflicted Trustee has disclosed to the unconflicted Trustees the nature and extent of his or her interest (unless the circumstances referred to in section 177(5) or section 177(6) of the 2006 Act apply, in which case no disclosure is required) such Trustee, notwithstanding his or her office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Charity or in which the Charity is otherwise (directly or indirectly) interested;
- (b) may act by himself or herself or his or her firm in a professional capacity for the Charity (otherwise than as an auditor) and he or she or his or her firm shall be entitled to remuneration for professional services as if he or she were not a Trustee; and
- (c) may be a Trustee or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Charity is (directly or indirectly) interested as shareholder or otherwise.

69. A Trustee shall not, by reason of his or her office, be accountable to the Charity for any remuneration or other benefit which he or she derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

- (a) the acceptance, entry into or existence of which has been approved by the Trustees pursuant to Article 67 (subject, in any such case, to any limits or conditions to which such approval was subject); or
- (b) which he or she is permitted to hold or enter into by virtue of Article 68,

nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the 2006 Act.

70. Any disclosure required by Article 68 may be made at a meeting of the Trustees, by notice in writing or by general notice or otherwise in accordance with section 177 of the 2006 Act.

71. A Trustee shall be under no duty to the Charity with respect to any information which he or she obtains or has obtained otherwise than as a Trustee of the Charity and in respect of which he or she owes a duty of confidentiality to another person. However, to the extent that his or her relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Trustees pursuant to Article 67. In particular, the Trustee shall not be in breach of the general duties he or she owes to the Charity by virtue of sections 171 to 177 of the 2006 Act because he or she fails:

- (a) to disclose any such information to the Trustees or to any Trustee or other officer or employee of the Charity; and/or
- (b) to use or apply any such information in performing his or her duties as a Trustee of the Charity.

72. Where the existence of a Trustee's relationship with another person has been approved by the Trustees pursuant to Article 67 and his or her relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Trustee shall not be in breach of the general duties he or she owes to the Charity by virtue of sections 171 to 177 of the 2006 Act because he or she:

- (a) absents himself or herself from meetings of the Trustees at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Charity and/or for such documents and information to be received and read by a professional adviser,

for so long as he or she reasonably believes such conflict of interest or possible conflict of interest subsists.

73. The provisions of Articles 71 and 72 are without prejudice to any equitable principle or rule of law which may excuse the Trustee from:

- (a) disclosing information, in circumstances where disclosure would otherwise be required under these Articles; or

- (b) attending meetings or discussions or receiving documents and information as referred to in Article 72, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.

#### **PROCEEDINGS OF TRUSTEES**

74. The Trustees shall meet at least three times in every 12 months to transact the business of the Charity. They may regulate their proceedings as they think fit, subject to the provisions of the Articles. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees by giving notice of the meeting to each Trustee. Notice of a meeting of the Trustees shall be deemed to be properly sent to a Trustee if it is sent to him or her personally or by word of mouth, or sent in hard copy form to him or her at his or her last known address or such other address (if any) as may for the time being be specified by him or her or on his or her behalf to the Charity for that purpose, or sent in electronic form to such address (if any) as may for the time being be specified by him or her or on his or her behalf to the Charity for that purpose. A Trustee absent or intending to be absent from the United Kingdom may request the Trustees that notices of Trustees' meetings shall during his or her absence be sent in hard copy form to him or her at such address (if any) as may for the time being be specified by him or her or on his or her behalf to the Charity for that purpose, or sent in electronic form to such address (if any) as may for the time being be specified by him or her or on his or her behalf to the Charity for that purpose, but such notices need not be sent any earlier than notices sent to Trustees not so absent and, if no such request is made to the Trustees, it shall not be necessary to give notice of a Trustees' meeting to any Trustee who is for the time being absent from the United Kingdom. No account is to be taken of Trustees absent from the United Kingdom when considering the adequacy of the period of notice of the meeting. Any Trustee may waive notice of a meeting and any such waiver may be retrospective. Any notice pursuant to this Article need not be in writing if the Trustees so determine.

75. The Trustees shall be entitled to invite anyone to observe the proceedings at a meeting of Trustees, provided that the identity of such an invitee shall be notified to the other Trustees not less than ten days before that meeting, and the majority of Trustees do not object. Any objection shall be made by notice in writing to the registered office of the Charity not less than seven days before the relevant meeting. One of the co-chairs or the Secretary shall notify the Trustees not less than five days before the relevant meeting if the attendance of the invitee has not been approved.

76. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the co-chair present at the meeting shall have a casting vote. Where both of the co-chairs are present at the meeting, neither shall have a casting vote.

77. No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.

78. The quorum for the transaction of the business of the Trustees shall be three. Any Trustee who ceases to be a Trustee at a Trustees' meeting may continue to be present and to act as a Trustee and be counted in the quorum until the termination of the Trustees' meeting if no Trustee objects.

79. Without prejudice to the second sentence of Article 74, a person entitled to be present at a meeting of the Trustees or of a committee of the Trustees shall be deemed to be present for all purposes if he or she is able (directly or by telephonic communication) to speak to and be heard by all those present or deemed to be present simultaneously. A Trustee so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting

shall be deemed to take place where it is convened to be held or (if no Trustee is present in that place) where the largest group of those participating is assembled, or, if there is no such group, if only one co-chair of the meeting is present, where that co-chair is or, if both of the co-chairs of the meeting are present at the same location, at that location, or if both co-chairs are present but at different locations, the location of the co-chair who is closest to the registered office of the Charity. The word *meeting* in these Articles shall be construed accordingly.

80. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

81. The Trustees may appoint two of their number to be co-chairs of the board of Trustees and may at any time remove one or both of them from that office. If only one of the co-chair is removed, the Trustees shall appoint another Trustee to be the second co-chair. Unless they are unwilling to do so, the co-chairs shall both preside at every meeting of Trustees at which they are present. If only one co-chair is present, he or she shall preside at the meeting unless he or she is unwilling to do so. If both the co-chairs are unwilling to preside or if neither is present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to preside at the meeting. The persons appointed as co-chairs shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Trustees.

82. A resolution in writing agreed to by all the Trustees entitled to receive vote at a meeting of the Trustees or of a committee of the Trustees (not being less than the number of Trustees required to form a quorum) shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of the Trustees duly convened and held. For this purpose:

- (a) a Trustee signifies his or her agreement to a proposed written resolution when the Charity receives from him or her a document indicating his or her agreement to the resolution authenticated in the manner permitted by the Companies Acts for a document in the relevant form; and
- (b) the Trustee may send the document in hard copy form or in electronic form to such address (if any) for the time being specified by the Charity for that purpose, or in default of such specification to the office.

The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

83. Subject to the 2006 Act and without prejudice to his or her obligations of disclosure under the Companies Acts and these Articles, a Trustee may vote at any meeting of the Trustees or of a committee of the Trustees on, and be counted in the quorum present at a meeting in relation to, any resolution concerning a transaction or arrangement with the Charity or in which the Charity is interested, or concerning any other matter in which the Charity is interested, notwithstanding that he or she is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Charity.

84. The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being

considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

#### **SECRETARY**

85. Subject to the provisions of the 2006 Act, the Trustees may decide from time to time whether the Charity should have a Secretary and, if they so decide, the Secretary shall be appointed by the Trustees for such term and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. In these Articles references to the *Secretary* shall be construed accordingly.

#### **SEAL**

86. The seal (if any) shall only be used by the authority of a resolution of the Trustees. The Trustees may determine who shall sign any instrument executed under the seal. If they do not, it shall be signed by at least one Trustee and the secretary or by at least two Trustees. Any document may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the document or by applying the seal or a facsimile of it by any other means to the document. A document signed, with the authority of a resolution of the Trustees, in accordance with section 44(2) of the 2006 Act and expressed (in whatever form of words) to be executed by the Charity has the same effect as if executed under the seal.

87. The Charity may exercise the powers conferred by section 39 of the 1985 Act with regard to having an official seal for use abroad.

88. Any Trustee or the secretary or any person appointed by the Trustees for the purpose shall have power to authenticate and certify as true copies of and extracts from:

- (a) any document comprising or affecting the constitution of the Charity, whether in hard copy form or in electronic form;
- (b) any resolution passed by the Charity, the holders of any class of shares in the capital of the Charity, the Trustees or any committee of the Trustees whether in hard copy form or in electronic form; and
- (c) any book, record and document relating to the business of the Charity whether in hard copy form or in electronic form (including without limitation the accounts).

If certified in this way, a document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the Charity, the members, the Trustees or a committee of the Trustees, whether in hard copy form or in electronic form, shall be conclusive evidence in favour of all persons dealing with the Charity in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.

#### **MINUTES**

89. The Trustees shall cause minutes to be made in book kept for the purpose of:

- (a) all appointments of officers made by the Trustees;
- (b) all proceedings at meetings of the Charity of the members of any class of membership in the Charity, and of the Trustees and committees of Trustees including the names of

the Trustees present at each such meeting and the decisions made at each such meeting.

#### **ACCOUNTS**

90. The Trustees must prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

91. The Trustees must keep accounting records as required by the 2006 Act.

#### **ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

92. The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

- (a) the transmission of the statements of account to the Charity;
- (b) the preparation of an annual report and its transmission to the Charity Commission; and
- (c) the preparation of an annual return and its transmission to the Charity Commission.

93. The Trustees must notify the Charity Commission promptly of any changes to the Charity's entry on the Charity Commission's central register of charities.

#### **NOTICE AND COMMUNICATIONS**

94. Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the Trustees) shall be in writing.

95. Subject to Article 94 and unless otherwise provided by these Articles, the Charity shall send or supply a document or information that is required or authorised to be sent or supplied to a member or any other person by the Charity by a provision of the Companies Acts or pursuant to these Articles or to any other rules or regulations to which the Charity may be subject in such form and by such means as it may in its absolute discretion determine provided that the provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts shall, the necessary changes having been made, also apply to sending or supplying any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Charity may be subject.

96. Subject to Article 94 and unless otherwise provided by these Articles, a member shall send a document or information pursuant to these Articles to the Charity in such form and by such means as it may in its absolute discretion determine provided that:

- (a) the determined form and means are permitted by the Companies Acts for the purpose of sending or supplying a document or information of that type to a company pursuant to a provision of the Companies Acts; and
- (b) unless the Trustees otherwise permit, any applicable condition or limitation specified in the Companies Acts, including without limitation as to the address to which the document or information may be sent, is satisfied.

97. Unless otherwise provided by these Articles or required by the Trustees, such document or information shall be authenticated in the manner specified by the Companies Acts for authentication of a document or information sent in the relevant form.

98. A member present, either in person or by proxy, at any meeting of the Charity or of any class of membership in the Charity shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.

99. The Trustees may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means for the sending of notices, other documents and proxy appointments by the Charity to members and by members or such persons entitled by transmission to the Charity.

100. A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which a document or information may be sent to him or her in hard copy form or an address to which a document or information may be sent to him or her in electronic form shall (provided that, in the case of electronic copy, the Charity so agrees) be entitled to have documents or information sent to him or her at that address but otherwise:

- (a) no such member shall be entitled to receive any document or information from the Charity; and
- (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the Charity which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.

101. Proof that a document or information sent in hard copy form was properly addressed, prepaid and posted shall be conclusive evidence that the document or information was sent. A document or information sent by the Charity to a member by post shall be deemed to have been received:

- (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the document or information was posted;
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the document or information was posted;
- (c) in any other case, on the second day following that on which the document or information was posted.

102. Proof that a document or information sent or supplied by electronic means was properly addressed shall be conclusive evidence that the document or information was sent or supplied. A document or information sent or supplied by the Charity to a member by electronic means shall be deemed to have been received by the member on the day following that on which the document or information was sent to the member. Such document or information shall be deemed received by the member on that day notwithstanding that the Charity becomes aware that the member has failed to receive the relevant document or

information for any reason and notwithstanding that the Charity subsequently sends a hard copy of such document or information by post to the member.

103. A document or information sent or supplied by the Charity to a member by means of a website shall be deemed to have been received by the member:

- (a) when the document or information was first made available on the website; or
- (b) if later, when the member is deemed by Article 101 or 102 to have received notice of the fact that the document or information was available on the website. Such a document or information shall be deemed received by the member on that day notwithstanding that the Charity becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Charity subsequently sends a hard copy of such document or information by post to the member.

#### **INDEMNITY**

104. The Charity may indemnify every Trustee or other officer of the Charity against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act.

#### **RULES**

105. The Trustees may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the Charity.

106. The Charity in general meeting has the power to alter, add to or repeal the rules or bylaws.

107. The rules or bylaws, shall be binding on all members of the Charity. No rule or bylaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.



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Dated: 22 April 2009