

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
COMPANY No: 07230782
ARTICLES OF ASSOCIATION
OF
LCC LONDON CAPITAL COLLEGES LIMITED

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PART ONE

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"Advisory Group" means an advisory group established under Article 17;

"Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Article" or **"Articles"** means these Articles of Association of the Company whether as originally adopted or as from time to time altered by special resolution;

"Chair" means a Director appointed to the office in accordance with the provisions of Article 12.6.

"Clear Days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Company" means London Capital Colleges Limited the company intended to be regulated by these Articles;

"Concerned Director" has the meaning given to it in Article 4.8;

"Director" means a director of the Company;

"electronic address" any address or number used for the purposes of sending or receiving documents or information by electronic means;

"electronic form" and **"electronic means"** have the meaning given in section 1168 of the Act;

"executed" includes any mode of execution;

"hard copy form" has the meaning given in section 1168 of the Act;

"in writing" hard copy form or electronic form or website communication;

"Member" means a member of the Company admitted to Membership in accordance with these Articles;

"Membership" means membership of the Company;

"Memorandum" means the Memorandum of Association of the Company;

"Objects" means the objects from time to time of the Company in accordance with Article 3;

"Office" means the registered office of the Company;

"Principal" means the natural person from time to time holding office as principal and chief executive of a college of further education or like institution that is a Member;

"Secretary" means the secretary (if any) of the Company or any other person appointed to perform the duties of the secretary of the Company as appointed in accordance with Article 19;

"Subscriber" means the subscriber or the subscribers (if more than one) to the Memorandum;

"Substitute" means an individual appointed by a Director in accordance with Article 13;

"United Kingdom" means Great Britain and Northern Ireland.

1.2 Unless the context otherwise requires:

1.2.1 words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company;

1.2.2 words importing any gender only shall include all genders;

1.2.3 references to persons shall include corporations whatever their mode and place of incorporation;

1.2.4 the word "address" where it appears in these Articles includes postal address, "electronic address" and registered address; and

1.2.5 all references to statutory provisions shall be understood as including references to any statutory modification, consolidation, or re-enactment (whether before or after the date of these Articles) of such statutory provisions and all statutory instruments or orders made pursuant to such statutory provisions for the time being in force.

2. LIMITATION OF LIABILITY

2.1 The liability of the Members is limited.

2.2 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Company contracted before they cease to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.

2.3 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or the Members of the Company as repayment of capital or as an income or capital distribution, but shall be given or transferred without consideration or prior entitlement to a charitable institution(s) or institution(s) having objects similar to the Objects (including Members that are charities with objects similar to the Objects), and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by these Articles, such institution(s) to be determined by the Members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

PART TWO

3. OBJECTS

3.1 The Company is established to enable the Members to further the Company's Objects which are set out below:

3.1.1 to further the advancement of the education, learning and training of the public particularly but not exclusively by raising the profile and enhancing the capacities of the Members in addressing the skills needs of the people of London;

- 3.1.2 to promote and widen the public's participation in education, learning and training by identifying and responding to market needs and improving the quality and flexibility of skills based further and higher education in London including by the creation and furtherance of flexible and unified vocationally based further and higher education systems; and
 - 3.1.3 to implement and further project and development work to promote and widen the participation of vocationally based further and higher education in London and to improve the quality and flexibility of education, learning and training provision for the public benefit.
- 3.2 In furtherance of the Objects but not otherwise the Company shall:-
- 3.2.1 develop, monitor and evaluate strategy and policy in pursuance of the Objects to improve the quality and flexibility of education for the public benefit;
 - 3.2.2 maintain effective systems to allow the Members to work collaboratively for the furtherance of the Objects; and
 - 3.2.3 act openly and mutually with its Members in enabling them to support the Company in pursuance of the Objects.
- 3.3 In furtherance of the Objects but not otherwise the Company shall have the following powers:
- 3.3.1 to provide evidence for government and other enquiries and to co-operate and enter into arrangements with the relevant local authorities and any other authorities, national, local or otherwise and to obtain from any such authorities any rights, privileges and concessions;
 - 3.3.2 to hold exhibitions, seminars, conferences, meetings, lectures and classes, either alone or with others;
 - 3.3.3 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate accounts;
 - 3.3.4 to borrow and raise money in such manner and giving such security as the Board of the Company may think fit;
 - 3.3.5 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
 - 3.3.6 to lend money, and give credit to, to take security for such loans or credit, and to guarantee and become or give security for the performance of contracts and obligations by any person or company;
 - 3.3.7 to employ paid or unpaid agents, advisers or staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - 3.3.8 to acquire, construct, maintain, alter, improve, hire, take on lease or licence and (subject to such consents and such conditions as may be required by law and subject to Articles 3.4 and 3.5) to charge or otherwise dispose of any real or personal property;
 - 3.3.9 to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as the Board shall think fit;

- 3.3.10 to subscribe to, become a member of, amalgamate with or co-operate with charities, voluntary bodies and statutory authorities operating in furtherance of the Objects of similar purposes and to exchange information and advice with them;
 - 3.3.11 to foster and undertake research and development into any aspect of the Objects including the publication of results, papers, reports or other material arising out of such research and developments;
 - 3.3.12 to subscribe for either absolutely or conditionally or to take, purchase or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
 - 3.3.13 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
 - 3.3.14 to do all such other lawful things as shall further the Objects or any of them.
- 3.4 Provided that:-
- 3.4.1 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - 3.4.2 the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
 - 3.4.3 the Company shall not carry on any business or undertaking for which approval is required for and on behalf of the Members under the terms of 3 (i) and 3 (ii) of the Learning and Skills Council circular 02/12 or other equivalent guidance unless and to the extent that there is such approval; and
 - 3.4.4 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without authority, approval or consent as may be required by law.
- 3.5 The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no Member of the Company or any of its Directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.
- 3.6 Provided that nothing herein shall prevent any payment in good faith by the Company:-
- 3.6.1 of interest on money lent by any Member of the Company or any Director at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed by the Bank of England, or 3 per cent which ever is the greater;
 - 3.6.2 of reasonable and proper rent for premises demised or let by any Member or Director;
 - 3.6.3 of fees, remuneration or other benefit in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of that company;
 - 3.6.4 to any Director of out-of-pocket expenses; and
 - 3.6.5 of any premium in respect of any indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty to which they may be

guilty in relation to the Company: Provided that any such insurance for a Director shall not extend to any claim arising from any act or omission which the Director knew to be a breach of trust or breach of duty or committed by one or more Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against a Director in their capacity as Director..

PART THREE

4 MEMBERS

- 4.1 The Subscriber and such other organisations as are admitted to Membership in accordance with these Articles shall be Members of the Company. No organisation, except the Subscriber, shall be admitted a Member of the Company unless it has been invited to Membership by the Directors and its application (if required) has been approved by the Directors.
- 4.2 The Directors shall have the absolute discretion to determine who to invite to join the Membership and shall have the absolute discretion to remove a Member from Membership and shall not be bound to assign any reason for their decision.
- 4.3 Each Member shall be responsible for obtaining any required permissions from any relevant organisations, authorities or regulators prior to it becoming a Member.
- 4.4 Every Member must be on Membership and throughout its Membership a further education college established as a statutory corporation and an exempt charity or otherwise established so as to have like powers and purposes.
- 4.5 These Articles will govern the proceedings of the Members together with the duly signed members agreement if such members agreement is required by the Company or its Members.
- 4.6 Unless the Members in general meeting shall make other provision under Article 26 and subject to Article 4.7, the Directors may in their absolute discretion permit any Member of the Company to retire, provided that after such retirement the number of Members is not less than one.
- 4.7 A Member may retire on such terms as the Members and the Company shall from time to time agree.
- 4.8 If at any time a Member or Members ("**the Concerned Member**") objects to a person or an organisation being admitted to, or remaining in Membership, the Concerned Member shall inform the Directors who shall have the absolute discretion to determine whether to accept or reject any admission to Membership and shall have the absolute discretion to remove a Member from Membership and shall not be bound to assign any reason for their decision. Membership shall terminate if the Directors resolve that it is in the best interests of the Company to terminate such Membership.
- 4.9 Membership is not transferable and will terminate if the Member:
 - 4.9.1 ceases to exist as an organisation; or
 - 4.9.2 ceases to comply with the criteria or conditions set prior to its admission to Membership including without limitation Article 4.4; or
 - 4.9.3 is in breach of the members agreement (if such agreement is in existence) and such breach is not remedied as may be permitted by the terms of the members agreement; or

- 4.9.4 goes into liquidation or makes any arrangement or compositions with its creditors generally.

5 GENERAL MEETINGS

- 5.1 The Company shall not be required to hold an annual general meeting in any year unless the Members so decide in general meeting. Any annual general meeting shall be held at such times and places as the Directors shall appoint.
- 5.2 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall comply with their obligations under the Act to proceed immediately to convene a general meeting for a date which is in any case not later than seven weeks after receipt of the requisition.

6 NOTICE OF GENERAL MEETING

- 6.1 All general meetings shall be called by at least 14 clear days notice but may be called by shorter notice if it is so agreed:
- 6.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote; and
- 6.1.2 in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 80 per cent of the total voting rights at the meeting of all the Members.
- 6.2 Each notice convening a general meeting shall:
- 6.2.1 specify the time and place of the meeting and the general nature of the business to be transacted, in the case of special business;
- 6.2.2 comply with the relevant provisions of the Act as to giving information to the Members relating to their right to appoint proxies; and
- 6.2.3 be given in accordance with the Act that is, in hard copy form, electronic form or by means of a website.
- 6.3 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, to all Directors and to the auditors of the Company.
- 6.4 The accidental omission to give notice of a meeting or the non receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7 PROCEEDINGS AT GENERAL MEETINGS

- 7.1 No business shall be transacted at any meeting unless a quorum is present of Members and duly authorised representatives of Members. A half of the persons entitled to attend and vote upon the business to be transacted shall constitute a quorum (provided that where such number is not a whole number, then the number shall be rounded down to the next whole number) save that, if and for so long as the Company only has one Member, the sole Member shall be quorum.
- 7.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
- 7.3 A Member or the duly appointed representative of a Member chosen by the Members or their representatives to be the chair of the meeting shall preside as chair of the meeting, but if that

chair is not present within 15 minutes after the time appointed for holding the meeting, the Members present shall elect one of their number to be chair.

- 7.4 Directors shall attend meetings of the Company at the direction of the Members and as the Members shall decide from time to time.
- 7.5 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting,) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 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.
- 7.6 A declaration by the chair 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 or against the resolution.

8 VOTES OF MEMBERS

- 8.1 A resolution put to the vote at a meeting shall be decided on a show of hands. Every Member, being an organisation present by a duly authorised representative, shall have one vote.
- 8.2 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 chair whose decision shall be final and conclusive.
- 8.3 In the case of an equality of votes, the chair shall not be entitled to a casting vote in addition to any other vote that the chair may have.
- 8.4 The Company permits the Members to vote by way of written resolution in accordance with Article 9.

9 WRITTEN RESOLUTIONS OF MEMBERS

So long as it complies with the relevant sections of the Act, a resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at general meeting at which they or their authorised representative was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

PART FOUR

10 APPOINTMENT, RETIREMENT AND REMUNERATION OF DIRECTORS

- 10.1 The number of Directors shall not be less than one but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 10.2 Each Member's Principal shall be a Director unless an individual so entitled declines to accept or is ineligible to hold the appointment.
- 10.3 The Company may, by ordinary resolution, appoint an individual who is willing to be a Director to fill a vacancy arising because a Member's Principal has declined, resigned or is ineligible to be a Director provided that the proposed Director is a the Principal of the Member or a senior employee of the Member and if a senior employee has been nominated by the Member whose Principal has declined, resigned or become ineligible to hold their appointment.

- 10.4 Any appointment of a Director may be made upon such terms as the Directors determine from time to time and any appointed Director shall proceed and shall have the powers as set out in Article 11.
- 10.5 The Directors shall not be liable to retire by rotation.
- 10.6 The Directors shall not be paid any remuneration, expenses or other payments or given any benefits by the Company save as permitted by these Articles and shall otherwise account to the Company for any money or other benefits that they receive from any person in respect of or in connection with the Company's business save to the extent that such moneys and benefits are received from their principal employments, partnerships, offices or businesses.

11 PROCEEDINGS AND POWERS OF DIRECTORS

- 11.1 Subject to the provisions of the Act, these Articles, and to any directions given by special resolution, the Directors may regulate their proceedings as they think fit and may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
- 11.2 In addition to the powers hereby expressly conferred by them and without detracting from the generality of their powers under the Articles, the Directors shall have the following powers without limitation:
 - 11.2.1 To expend the funds of the Company in such manner as they shall consider most beneficial for the furtherance or achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company and to take and act on such advice as may seem to them appropriate in all the circumstances from time to time.
 - 11.2.2 To enter into agreements with providers of funds and other resources to the Company concerning how the Company's funds and other assets or any part of them shall be accounted for and utilised.
 - 11.2.3 To enter into contracts and execute deeds and other documents on behalf of the Company.
 - 11.2.4 To conduct such business as is reserved to the Directors by or pursuant to these Articles by statute or otherwise by law.
 - 11.2.5 To approve the budget, business plan and funding for the Company.
 - 11.2.6 To liaise as may be required or to the extent that it is necessary with any relevant organisations.
 - 11.2.7 To give direction and empowerment to any Advisory Group formed in accordance with Article 17.
- 11.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manners as the Directors shall from time to time by resolution determine.

12 DIRECTORS MEETINGS

- 12.1 Subject to Article 12.2 the Directors shall meet on such occasions and with such frequency as the Members and the Company shall from time to time agree.

- 12.2 A Director may, and the Secretary (if any) at the request of a Director shall, call a meeting of the Directors and it shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 12.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number, shall be a half of their number (provided that where such number is not a whole number, then the number shall be rounded down to the next whole number) present or deemed present. Where there is only a sole Director, the quorum for the transaction of the business of the Directors shall be fixed at one.
- 12.4 Each Director shall have one vote and the Chair shall not have a casting vote.
- 12.5 For the purposes of these Articles, a Director shall be deemed to be present at any meeting of the Directors if that Director is able to hear and understand all of the proceedings of the meeting and be able to be heard and understood by all those present by way of a telephone or other suitable means of communication and such Director indicates their willingness to proceed on that basis. A meeting where those present or deemed to be present are in different locations shall unless the Directors determine otherwise be deemed to be the place where the largest group of those participating is assembled, or, if there is no such group, where the Chair of the meeting then is.
- 12.6 The Directors may appoint one of their number to be the Chair of their meetings and may at any time remove that Director from that office. Unless the Chair is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which the Chair is present but if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors may appoint one of their number to be Chair of the meeting.
- 12.7 The Directors may appoint one or more sub-committees consisting of two or more Directors for the purposes of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of each such sub-committee shall be fully and promptly reported to the Directors.
- 12.8 The Directors may also appoint persons or committees (comprised of Directors or other persons as the Directors see fit) to fulfil advisory, administrative or management roles. The Directors may permit the formation of Advisory Groups established in accordance with Article 17.
- 12.9 Except to the extent permitted by these Articles, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party.

13 SUBSTITUTES AT DIRECTORS' MEETINGS

- 13.1 A Director shall not be entitled to appoint an alternate director but may appoint a Substitute to attend meetings in their absence.
- 13.2 The Substitute's purpose will be to report back to the absent Director and the relevant Member (of which the Director is Principal) details of the meeting's proceedings. It is intended that this will aid subsequent decisions and actions to be made by the absent Director and will prevent unnecessary delays and duplication of meetings.
- 13.3 The Substitute will not be granted any director powers and will not be entitled to carry out any of the absent Director's responsibilities.
- 13.4 A Substitute will not be entitled to vote and will not count towards the meeting's quorum. At all times, the Chair has the right to exclude any Substitute from any part of the meeting on the grounds of confidentiality or on any other reasonable grounds.

14 DIRECTORS VOTES AND WRITTEN RESOLUTIONS

- 14.1 All acts done by a meeting of Directors, or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 14.2 So long as it complies with the relevant sections of the Act, a resolution in writing executed by or on behalf of each Director who would have been entitled to vote upon it if it had been proposed at a meeting of the Directors at which he or she was present shall be as effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one of more Directors.

15 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 15.1 A Director shall be a natural person and shall be ineligible to be a Director, shall cease to be a Director and a proposed Director shall not be appointed if that person:
- 15.1.1 is prohibited from being or ceases to be a Director by virtue of any provision in the Acts, these Articles or the Charities Act 1993 or the Director is otherwise prohibited by law from being a Director;
 - 15.1.2 becomes bankrupt or insolvent or makes any arrangement or composition with their creditors generally;
 - 15.1.3 becomes incapable by reason of mental capacity or disorder, illness or injury or legal impediment of managing and administering their own affairs;
 - 15.1.4 resigns their office of Director by notice to the Company (but only if at least one Director will remain in office when the notice of registration is to take effect);
 - 15.1.5 is absent without the permission of the Directors from all their meetings held within a period of six months and the Directors resolve that that person's office be vacated;
 - 15.1.6 the Member that has nominated that Director ceases to be a Member forthwith on that cessation;
 - 15.1.7 the Director, if appointed under Article 10.2 by virtue of being the Principal of a Member ceases to hold their appointment as Principal of that Member forthwith on that cessation; or
 - 15.1.8 the Director, if appointed under Article 10.3 either ceases to be an employee of the Member that nominated them as a Director or their nomination is withdrawn forthwith on that cessation or withdrawal.

16 DIRECTORS CONFLICTS

- 16.1 The Directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director ("**Interested Director**") breaching their duty under section 175 of the Act to avoid conflicts of interest ("**Conflict Situation**").
- 16.2 Any authorisation under this Article 16 will be effective only if:
- 16.2.1 the matter in question shall have been proposed by the Interested Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

- 16.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Interested Director; and
- 16.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 16.3 Any authorisation of a Conflict Situation under this Article may (whether at the time of giving the authorisation or subsequently):
- 16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised;
- 16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- 16.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 16.4 In authorising a Conflict Situation the Directors may decide (whether at the time of giving the authorisation or subsequently) that if the Interested Director has obtained any information through their involvement in the Conflict Situation otherwise than as a Director of the Company and in respect of which they owe a duty of confidentiality to another person the Interested Director is under no obligation to:
- 16.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company;
- 16.4.2 use or apply any such information in performing their duties as a Director;
- where to do so would amount to a breach of that confidence.
- 16.5 Where the Directors authorise a Conflict Situation they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Interested Director:
- 16.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict Situation;
- 16.5.2 is not given any documents or other information relating to the Conflict Situation; and
- 16.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict Situation.
- 16.6 Where the Directors authorise a Conflict Situation:
- 16.6.1 the Interested Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict Situation; and
- 16.6.2 the Interested Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Act provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 16.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict Situation which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

PART FIVE

17 ADVISORY GROUPS

- 17.1 Subject to this Article 17, the Directors may appoint from time to time such persons as they deem appropriate to be members of an Advisory Group which shall have such terms of reference as the Directors shall determine.
- 17.2 There may be more than one Advisory Group if so required.
- 17.3 An individual that is a member of an Advisory Group and who is not a Director, may be paid reasonable expenses in a like manner to a Director and if that person is an employee or secondee may receive reasonable and proper remuneration for services rendered pursuant to these Articles.
- 17.4 The members of an Advisory Group may regulate their proceedings as they think fit and as the Directors shall approve, save that the Advisory Group shall not have or exercise any management, directorial or fiduciary responsibility in relation to the Company.
- 17.5 An Advisory Group may act as an authoritative but not exclusive forum for facilitating the Company's work in relation to the understanding of the various practical, safety, professional, technical, educational, ethical and aesthetic issues arising out of fulfilment of the Objects.
- 17.6 Any such Advisory Group shall report to the Directors (as may be requested by the Directors at any time) concerning their Advisory Group.

18 BANK ACCOUNTS

Any bank account in which any part of the assets of the Company is deposited shall be operated in accordance with the instructions of the Directors and shall indicate the name of the Company and its charitable status. All cheques and orders for payment of money shall be signed by at least two Directors or by two persons authorised as signatories by the Directors subject to such limitations and terms as they shall direct.

19 SECRETARY

Subject to the provisions of the Acts, the Directors may (but need not) appoint a Secretary. Any Secretary shall be appointed for such term, at such remuneration (if not a Director) and upon such conditions as the Directors may think fit, and any Secretary so appointed may be removed by them. The Secretary shall be entitled to attend all the meetings of the Members, meetings of the Directors and any sub-committee of the Directors and meetings of the Advisory Group.

20 MINUTES

- 20.1 The Directors shall keep minutes in books kept for the purpose:
- 20.1.1 of all appointments of officers made by the Directors;
- 20.1.2 of all proceedings at meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such meeting.

21 ACCOUNTS

Accounts shall be prepared in accordance with the requirements of the Act and relevant statute and regulation and recommended and relevant practice guides as may apply from time to time.

22 CHARITABLE TRUSTS

26.1.5 generally, all such matters as are commonly the subject matter of company rules of a kind made by companies or their directors.

26.1.6 the Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules or bye laws, which shall be binding on all Members of the Company provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

26.2 The rules and bye-laws as permitted by Article 26.1 must not at any time conflict with the provisions of these Articles and the Articles will take precedence at all times.

27 NOTICES

27.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing including by digital means.

27.2 The Company may give any notice to a Member or Director either personally or by sending it by post in a prepaid envelope addressed to the Member or Director at the address that they have notified the Company of in writing or their registered address or by leaving it at either address or by email, receipt of which is acknowledged. A Member or Director whose address or registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to that Member or Director shall be entitled to have notices given to that Member or Director at that address, but otherwise no such Member or Director shall be entitled to receive any notice from the Company.

27.3 A Member present in person at any meeting of the Company or a Director present at any meeting of the Directors shall be deemed to have received notice at the meeting and, where necessary, of the purposes for which it was called.

27.4 Proof that the envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of three clear days after the envelope containing it was posted. Proof that an email was properly addressed and posted and that its receipt was acknowledged shall be conclusive evidence that the notice was given at the date and time of acknowledgement.

28 CHANGES TO THESE ARTICLES

In accordance with the Act, and subject to the Charities Act 1993 these Articles can be amended by special resolution. The Company Secretary must arrange for the amended Articles and a copy of the duly passed special resolution to be filed at Companies House in each instance.

Name and address of the Subscriber

Subscriber:

Croydon College
College Road

Signature for and on behalf of the Subscriber:

.....

Fairfield
Croydon
CR9 1DX

Dated: 2010

Witness to the above Signature:-

NAME:

TITLE:

ADDRESS: