

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**WRITTEN RESOLUTION**

**of**

**GREATER BIRMINGHAM AND SOLIHULL LOCAL ENTERPRISE**

**PARTNERSHIP LIMITED (Company)**

**Company number 07635395**

Circulation Date **12 July 2013**

Pursuant to Article 73 in the Company's Articles of Association the directors of the Company propose that the following resolution is passed as a special resolution  
(Resolution)

**SPECIAL RESOLUTION**

THAT the draft articles of association attached to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

**AGREEMENT**

Please read the notes on the second page of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on 12 July 2013, hereby irrevocably agrees to the Resolution

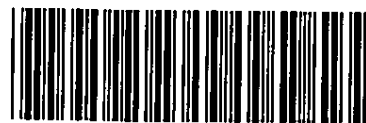
Print **K DICKS** . . . .

Sign **K.P. Dicks**

Date **15/7/2013** .....

**NOTES OVERLEAF**

FRIDAY



A13 23/08/2013 #381  
COMPANIES HOUSE

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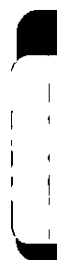
The undersigned, a person entitled to vote on the Resolution on 12 July 2013, hereby irrevocably agrees to the Resolution.

Print JOHN MEYER .. .

Sign .. [Signature] .. .

Date 15 JUL 2013 .. .

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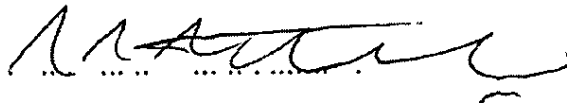
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Print .. **JERRY BLACKETT** ..

Sign 

Date .... **15/7/13** .....

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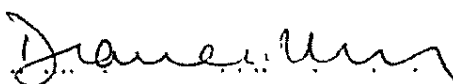
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Print D. TILLEY . . . . .

Sign 

Date 16/7/2013 . . . . .

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Print **ANTHONY E. GOODWIN**

Sign



Date

**18<sup>th</sup> JULY 2013**

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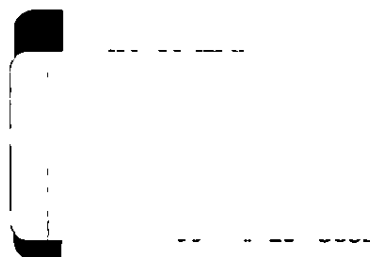
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Print **STEPHEN HUGHES**

Sign **Sh Hughes**

Date **22/7/13**

**NOTES OVERLEAF**



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Print            S G BROWN

Sign            

Date            1 August 2013

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Print

**MARK ROGERS**

Sign

**Mark Rogers**

Date

**1/8/13**

**NOTES OVERLEAF**



GBS LIMITED HOUSE

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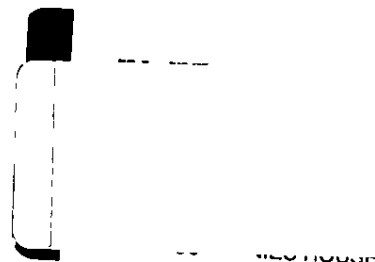
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Sign            

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Print

**R. Grosvenor**

Sign



Date

**5th August 2013**

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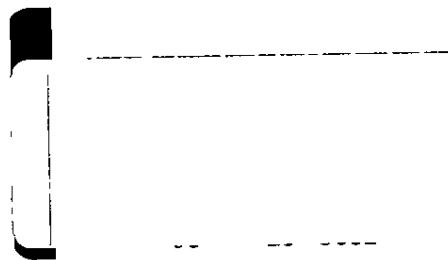
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Print MICHAEL PARKER . . . . .

Sign [Signature] . . . . .

Date 5/8/13 . . . . .

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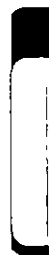
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Print **G L White**

Sign **G L White**

Date **05/05/2013**

**NOTES OVERLEAF**



CONFIDENTIAL

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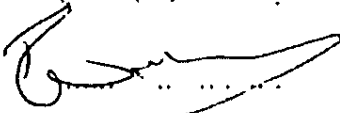
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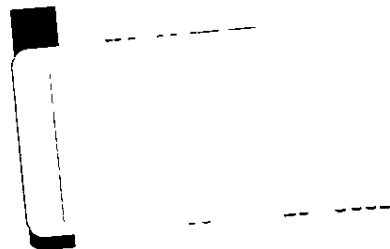
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Print **RICHARD M HAUSTAD**  
Sign   
Date **8th August 2013.**

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**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE GREATER BIRMINGHAM AND SOLIHULL  
LOCAL ENTERPRISE PARTNERSHIP LIMITED**

**(as amended by a special written resolution dated 3 June 2011)**

1

(a) In the memorandum and in these articles:

**"A" Director** means a director appointed pursuant to article 42;

**Act** means the Companies Act 2006 (CA 2006) as amended;

**address** means, in relation to electronic communications, any number or address used for the purposes of such communications;

**Area** means the aggregate of the areas of the Local Authorities who are for the time being members of the Company;

**articles** means these articles of association as altered from time to time by special resolution;

**authorised representative** means an individual who, in accordance with article 33, is authorised by a member to act as its representative at any meeting of the Company;

**"B" Director** means a director appointed pursuant to article 43,

**Board** means the board of directors;

**business day** means a day (other than a Saturday) on which banks generally are open in London for a full range of business;

**Business Community Member** means a member other than a Local Authority Member;

**"C" Director** means a director appointed pursuant to article 44,

**Chair** means the chair of the Board appointed under article 70;

**clear days** means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**director** means a director of the Company and the **directors** means the directors of the Company from time to time or any of them acting as the **Board**;

**elected mayor** has the same meaning as in the Local Government Act 2000;

**electronic communication** has the same meaning as in the Electronic Communications Act 2000;

**electronic form** and **electronic means** have the meanings given in section 1168 CA 2006;

**Executive Member** means a member of the Executive of a Local Authority where the Local Authority maintains Executive Arrangements (and “**Executive**” and “**Executive Arrangements**” shall have the same meanings as in Part II of the Local Government Act 2000) or a member of a committee established to discharge the functions of the Local Authority corresponding to the Objects where the Local Authority does not maintain Executive Arrangements;

**in person** in relation to attendance or presence at general meetings includes attendance or presence by an authorised representative;

**Local Authority** means Birmingham City Council, Bromsgrove District Council, Cannock Chase District Council, East Staffordshire Borough Council, Lichfield District Council, Redditch Borough Council, Solihull Metropolitan Borough Council, Tamworth Borough Council, Wyre Forest District Council and such other local authority as may from time to time be admitted to membership by the directors;

**Local Authority Member** means a member who is a Local Authority;

**member** has the meaning given in section 112 CA 2006,

**Model Articles** means the regulations contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 shall apply to the Company except so far as they are contained or repeated in these articles,

**registered office** means the registered office of the Company;

**seal** means the common seal of the Company;

**secretary** means any person appointed to perform the duties of the secretary of the Company;

**Statutes** means the Act and any other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;

**subsidiary** has the meaning given in section 112 CA 2006 and the expression “**subsidiary**” also includes a subsidiary undertaking as defined in section 1162 CA 2006;

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

**Universities and Colleges Sector** means the Universities and Further Education Colleges whose principal campuses are within the Area

2

- (a) The Model Articles do not apply to the Company.
- (b) Whenever, and for so long as, the Company has a single member, these articles apply (in the absence of any express provision to the contrary) with such modification as is necessary in relation to a single member company
- (c) Whenever, and for so long as, the Company has a single director, references in these articles to the **Board** and to the **directors** shall be construed as references to that director and s/he may exercise all the powers of the Company without the necessity for any meeting.
- (d) Any reference in these articles to the **Board** or to the **directors** includes a reference to a duly appointed committee of the Board or of the directors consisting of one or more directors (unless inconsistent with the subject or context).
- (e) Any reference in these articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under that enactment.
- (f) 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 and references to an **instrument** mean a written document not in electronic form.
- (g) Words and expressions contained in these articles which are not defined in these articles but are defined in the Act have the same meaning as in the Act (but excluding any modification of the Act not in force at the date of incorporation of the Company) unless inconsistent with the subject or context.
- (h) Any reference to doing something by electronic means includes doing it by an electronic communication
- (i) Any reference to a signature or to something being signed or executed includes
  - (i) an electronic signature (within the meaning of section 7(2) of the Electronic Communications Act 2000) or other means of verifying the authenticity of an electronic communication which the directors may from time to time approve, and
  - (ii) a signature printed or reproduced by mechanical or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by such person.
- (j) Any reference to a show of hands includes such other method of casting votes as the directors may from time to time approve.



- (k) Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations
- (l) Headings to these articles are inserted for convenience and shall not affect construction

## OBJECTS

3

3.1 The objects for which the Company is established ("the Objects") are to promote:

- (a) sustainable private sector investment and growth;
- (b) business efficiency and competitiveness;
- (c) economic development and regeneration; and
- (d) employment

in the Area and it is declared that:

- (i) this article 3 shall be interpreted in the widest and most general manner and without regard to the *ejusdem generis* rule or any other restrictive principle of interpretation;
- (ii) each of the above sub-articles shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other sub-clause and the Company shall have full power to exercise each and every one of the Objects as though each such sub-clause contained the objects of a separate company.

3.2 In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose):

- (a) to promote, organise, assist, participate in, subscribe to, guarantee and defray the expenses of exhibitions, trade fairs, entertainments, tours, conferences and meetings of all sorts tending directly or indirectly to further any of the Objects;
- (b) to maintain offices (whether in or outside the United Kingdom) for answering enquiries and disseminating information and to print, publish, sell, circulate and distribute gratuitously or otherwise handbooks, guidebooks, publications and souvenirs of all sorts calculated to be useful to members, visitors or others or to promote directly or indirectly any of the Objects;
- (c) to undertake, encourage and support every form of publicity and advertising

calculated to promote directly or indirectly any of the Objects;

- (d) to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programs, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Objects;
- (e) to organise and train persons engaged or who wish to engage in the provision of services to visitors to the Area either alone or in conjunction with any other body, and to award qualifications to and promote by any other means the services of those who satisfy the standards of competence laid down from time to time by the Company;
- (f) to represent the interests of visitors to the Area on consultative bodies and organisations;
- (g) to encourage and assist the development of services and amenities for visitors to the Area and to undertake and support all forms of research calculated directly or indirectly to promote such development or any other object of the Company;
- (h) to require payment for services or for goods provided as is considered appropriate in the furtherance of the Objects;
- (i) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same;
- (j) to enter into such commercial or other transactions in connection with any trade or business of the Company as may seem to the directors desirable for the purposes of the Company's affairs;
- (k) to carry out such operations and to deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or any part of the business, property or liabilities of any other person or company) as may seem to the directors directly or indirectly to advance the interests of the Company;
- (l) to pay for any rights or property acquired by the Company and to remunerate any person or company, whether by cash payment or by the allotment of debentures or other securities of the Company credited as paid up in full or in part, or by any other method the directors think fit;
- (m) to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interest, co-operation, joint venture or otherwise) with any other persons or companies as may seem to the directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company,
- (n) to carry on through any subsidiary or associated company any activities

which the Company is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangement for taking the profits or bearing the losses of any such activities) as the directors think fit;

- (o) to apply for, promote and obtain any act of parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of the Objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;
- (p) to invest and deal with the monies of the Company not immediately required in any manner and hold and deal with any investment so made;
- (q) to acquire and undertake the whole or any part of the business, goodwill and assets of any person firm or company and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company;
- (r) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (s) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms,
- (t) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any monies whatever by any person, firm or company;
- (u) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- (v) to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes, debentures and other negotiable or transferable instruments;

- (w) to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to deal by way of sale, lease or exchange or otherwise with land and buildings of any type and other property whether real or personal, moveable or immovable and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested;
- (x) to enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem to the directors to be conducive to the attainment of the Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the directors may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions,
- (y) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in the United Kingdom or issued or guaranteed by the government or any authority (municipal, local or otherwise) in the United Kingdom,
- (z) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the directors to be desirable with respect of any business or operations of or generally with respect to any such company or companies;
- (aa) to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person, body or company,
- (bb) subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary); and the loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition for the Objects,
- (cc) to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons, whether on a full-time or part-time basis or on secondment and whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;
- (dd) to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having objects altogether or in part similar to those of the

Objects and not formed for profit which the Company may lawfully acquire or take over but so that any steps so taken shall not enlarge the Objects or involve any activity or disbursement of funds which do not further the attainment of the Objects;

- (ee) to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Objects or any of them;
- (ff) to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Objects or any of them,
- (gg) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the directors may think fit;
- (hh) to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts,
- (ii) to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise;
- (jj) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same,
- (kk) to provide and establish and maintain or participate in trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;
- (ll) to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the directors, directly or indirectly benefit, or is calculated to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of

that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;

- (mm) to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary or a fellow subsidiary of the Company, insurance against any liability as is referred to in sections 232 to 237 CA 2006 and, subject to the provisions of the legislation, against any other liability which may attach to her/him or loss or expenditure which s/he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the legislation, to indemnify any such person out of the assets of the Company against all losses or liabilities which s/he may sustain or incur in or about the execution of the duties of her/his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability;
- (nn) to take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;
- (oo) to issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the Objects or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise;
- (pp) to contribute to or support any public, general, charitable, benevolent or useful object, which it seems to the directors to be in the interests of the Company or its members to contribute to or support;
- (qq) to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- (rr) to do all such things as are, in the opinion of the directors, incidental or conducive to the carrying on of any trade or business by it or, as the case may be, to the attainment of all or any of the Objects.

#### **4 Liability of members**

4.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while it is a member or within one year after it ceases to be a member, for:

- (a) payment of the company's debts and liabilities contracted before it ceases to be a member,

- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## MEMBERS

5

- (a) The members are (subject to this article 5 and articles 8 and 9):
  - (i) the subscriber to the memorandum,
  - (ii) each Local Authority;
  - (iii) each of: Birmingham Chamber of Commerce and Industry Group, EEF Limited (The Manufacturers' Association); Herefordshire & Worcestershire Chamber of Commerce, National Farmers Union; National Federation of Self-employed and Small Businesses; and Royal Institution of Chartered Surveyors.
  - (iv) such other persons representing the business community in the Area as the directors admit to membership in accordance with these articles who consent in writing to become members.
- (b) The membership of each Local Authority and those organisations referred to in article 5 (a) (iii) shall be effective only when it agrees to become a member
- (c) Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by them

6 Membership of the Company is not transferable

7 The Company shall maintain and keep at the registered office a register of members containing the following particulars with respect to each member:

- (a) their name and address, and
- (b) the date at which they were entered in the register of members as a member and the date at which they ceased to be a member.

8 A member may at any time withdraw from the Company, in the case of a member other than the subscriber to the memorandum by giving not less than 12 months' notice to the Company, but no such withdrawal shall be effective if it would result in the members of the Company being less than one Business Community Member and one Local Authority.

9 Membership terminates automatically if a member:

- (a) dies (unless it is a corporation sole) or (in the case of a corporation) ceases to exist; or

- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally, or (being a company) goes into liquidation other than for the purposes of solvent reconstruction.

#### **GENERAL MEETINGS**

10 The directors may call general meetings and, on the requisition of members under the provisions of the Act, shall convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

11

- (a) A general meeting may consist of a conference between members some or all of whom are in different places provided that each member may participate in the business of the meeting whether directly, by telephone, or by any other communications equipment, or by electronic means, which enables them
  - (i) to hear each of the other participating members addressing the meeting; and
  - (ii) if they so wish, to address all of the other participating members simultaneously;
- (b) A quorum is deemed to be present if the members required to be present for a quorum may participate in the manner specified above in the business of the meeting,
- (c) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates;
- (d) A resolution put to the vote of a meeting shall be decided by each member indicating to the chair (in such manner as the chair may direct) whether the member votes in favour of or against the resolution or abstains, and
- (e) References in this article to members shall include their duly appointed proxies and their authorised representatives.

#### **NOTICES OF GENERAL MEETINGS**

12 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together representing not less than 90% of the total voting rights at the meeting of all the members.

13 The notice shall specify

- (a) the time of the meeting; and
- (b) the general nature of the business to be transacted.



- 14 Subject to the provisions of these articles, the notice shall be given to all the members and to the directors and the auditors of the Company.
- 15 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

- 16 No business may be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Save where the Company has a single member, two persons entitled to vote upon the business to be transacted, one being a Business Community Member and one being a Local Authority Member or a proxy for or an authorised representative of such members, shall be a quorum.
- 17 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such 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. If a quorum is not then present, it shall stand adjourned until such time as a new meeting is called.
- 18 A director may, notwithstanding that s/he is not a member, attend and speak at any general meeting.
- 19
- (a) The Chair or, in her/his absence, some other director present nominated by the directors or being the only director present shall preside as chair of the meeting, and
- (b) If neither the Chair nor such other director is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present in person or by proxy and entitled to vote shall choose one of themselves to preside as chair of the meeting.
- 20 The chair of the meeting 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 may 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 in the same manner as in the case of the original meeting specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it is not necessary to give any notice.
- 21 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 duly determined. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chair of the meeting; or
- (b) by any member having the right to vote at the meeting;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 22 Unless a poll is duly demanded a declaration by the chair of the meeting 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 is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 23 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.
- 24 A poll shall be taken at such place and in such manner (including by electronic means) as the chair of the meeting directs and s/he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll is deemed to be the resolution of the meeting at which the poll is demanded.
- 25 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote.
- 26 A poll demanded on the election of a chair of the meeting 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 chair 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 is 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.
- 27 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
- 28 For the purposes of section 297(1) CA 2006, a proposed written resolution lapses if it is not passed before the end of the period of twenty (20) business days beginning with the circulation date
- 29 Where, during any period when the Company has only one member, the member takes a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the member shall (unless that decision is taken by way of written resolution) provide the Company with a written record of that decision.

#### VOTES OF MEMBERS

30

- (a) Subject to article 30 (c) on a show of hands or in the case of a meeting by conference pursuant to article 11 such other method of indicating to the chair the way of voting as the chair may direct in accordance with article 11
- (d) every member who is present in person or by proxy or is present by an authorised representative, unless the proxy or the authorised representative is her/himself a member entitled to vote, shall have one vote,

- (b) Subject to article 30 (c) on a vote on a written resolution and on a resolution on a poll every member shall have one vote; and
- (c) On a resolution to remove an A Director before the expiry of her/his period of office each Local Authority Member shall not have a vote and on a resolution to remove a B Director before the expiry of her/his period of office each Business Community Member shall not have a vote.
- 31 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 their 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 directors of the authority of the person claiming to exercise the right to vote shall be deposited, delivered or received at the registered office, or at such other place as is specified in accordance with article 37 for the deposit, delivery or receipt of appointments of proxy, not less than forty eight 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.
- 32 No objection may 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 is valid. Any objection made in due time shall be referred to the chair of the meeting and her/his ruling in relation to any member other than her/himself is final and conclusive. In relation to the chair of the meeting, the question shall be decided by ordinary resolution of the other members.
- 33 Any body corporate, minister of the Crown or government department which is a member of the Company (in this article 33 the grantor) may authorise such person as it thinks fit to act as its representative at any meeting of the Company. In the case of a grantor which is a corporation, the authorisation shall be by resolution of its directors or other governing body in accordance with section 323 CA 2006. A person so authorised shall be entitled to exercise the same power on behalf of the grantor as the grantor could exercise if it were an individual member of the Company, save that a director, the secretary or other person authorised for the purpose by the secretary may require such a person to produce evidence of her/his authorisation before permitting her/him to exercise her/his powers. The grantor shall for the purposes of these articles be deemed to be present in person at any such meeting if a person so authorised is present at it.
- 34 The appointment of a proxy, whether by means of an instrument or contained in an electronic communication, shall be executed in such manner as the directors may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or her/his attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its seal. A proxy need not be a member.
- 35 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the directors may approve).

“The Greater Birmingham and Solihull Local Enterprise Partnership Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing her/him, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on \_\_\_\_\_, 201[ ], and at any adjournment thereof.

Signed on \_\_\_\_\_, 201[ ].”

- 36 Where it is desired to afford members an opportunity of instructing the proxy how s/he shall act the appointment of a proxy shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the directors may approve):

“The Greater Birmingham and Solihull Local Enterprise Partnership Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing her/him, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Company to be held on \_\_\_\_\_, 201[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows.

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting.

Signed on \_\_\_\_\_, 201[ ] ”

- 37 The appointment of a proxy and any authority under which it is executed (or such copy of the appointment or the authority or both as the directors may approve) shall:
- (a) in the case of an instrument, be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any other information issued by the Company in relation to the meeting not less than forty eight hours before the time fixed for holding the meeting or adjourned meeting at which the appointee proposes to vote, or
  - (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -
    - (i) in the notice of the meeting, or
    - (ii) in any instrument of proxy sent out by the Company in relation to the meeting; or
    - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (c) in the case of a poll taken more than forty eight hours after it is demanded, be deposited or received as aforementioned after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll, or
- (d) where the poll is not taken forthwith but is taken not more than forty eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the secretary or to any director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

- 38 A vote given or poll demanded by proxy or by an authorised representative shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited or delivered or, where the appointment of proxy was contained in an electronic communication, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 39 A proxy appointment shall not confer any right to speak at a meeting, except with the permission of the chair of the meeting. The proxy appointment shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 40 The directors shall be not more than eighteen (18) in number. The Company shall not have any directors except those appointed or deemed to be appointed under articles 41, 42, 43 and 44
- 41 The first director or directors shall be that person or those persons named in the statement delivered under section 9(4) of the Act who is or are deemed to have been appointed under article 42
- 42 The directors shall at all times have the power to appoint a maximum of nine persons as directors on behalf of the Business Community Members and from time to time to remove from office any director so appointed by them and appoint another person in the place of any such director who may have been removed, died or otherwise vacated office. A director appointed or removed from office in accordance with this Article 42 shall be appointed by a resolution of the directors. In exercising this power the directors shall have regard to representations made by the Business Community Members but, for the avoidance of doubt, a resolution of the directors to appoint or remove such a director shall be final

- (a) Each Local Authority Member save for Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council shall at all times have the right to appoint one person who is an Executive Member or an elected mayor of one of the Local Authorities as a director and from time to time to remove from office any director so appointed by them and appoint another person who is likewise qualified in the place of any such director who may have been removed, died or otherwise vacated office. The appointment or removal from office of a director under this Article 43(a) shall be effected by a resolution of the directors at the written request of the relevant Local Authority Member. For the avoidance of doubt, the directors shall be required to effect the appointment or removal from office of a director when in accordance with this Article 43(a) the relevant Local Authority Member has requested them to do so.
  - (b) Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council shall at all times together have the right to appoint one person who is an Executive Member or an elected mayor of one of the Local Authorities as a director and from time to time to remove from office any director so appointed by them and appoint another person who is likewise qualified in the place of any such director who may have been removed, died or otherwise vacated office. The appointment or removal from office of a director under this Article 43(b) shall be effected by a resolution of the directors at the written request of at least two of Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council. For the avoidance of doubt, the directors shall be required to effect the appointment or removal from office of a director when in accordance with this Article 43(b) at least two of Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council have requested them to do so.
- 44 The directors shall at all times have power to appoint two persons one of who is a Vice Chancellor of a University and the other of who is a Principal of a Further Education College in either case whose principal campus is located within the Area as directors and from time to time to remove from office any director so appointed by them and appoint another person who is likewise qualified in the place of any such director who may have been removed, died or otherwise vacated office. Any director appointed in accordance with this Article 44 shall be appointed by a resolution of the directors. In exercising this power the directors shall have regard to representations made by the Universities and Colleges Sector but, for the avoidance of doubt, a resolution of the directors to appoint or remove such a director shall be final.
- 45 The directors shall not be required to retire periodically or by rotation. A director shall, if a term for her/his appointment was specified on her/his appointment, retire at the expiry of that term. S/he shall be eligible for re-appointment.
- 46 The office of director shall be vacated if.
- (a) s/he ceases to be a director by virtue of any provision of the Act or s/he becomes prohibited by law from being a director; or
  - (b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or
  - (c) s/he is, or may be, suffering from mental disorder and either

- (i) s/he 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 her/his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to her/his property or affairs, or
- (d) being a B Director s/he ceases to be an Executive Member or an elected mayor of one of the Local Authorities, or
- (e) being the C Director s/he ceases to hold the office of Vice Chancellor or Principal of a University or College in either case whose principal campus is located within the Area; or
- (f) s/he resigns her/his office by notice to the Company; or
- (g) s/he is removed under articles 42, 43 or 44, or
- (h) being an A Director s/he shall have been absent from three meetings of the directors in any period of twelve months without permission of the Chair (whether or not her/his alternate is present at any of those meetings) and the directors resolve that her/his office be vacated.

#### ALTERNATE DIRECTORS

47 A director appointed under:

- (a) article 42 may appoint another person approved by the Chair;
- (b) article 43 may appoint any Executive Member or an elected mayor of one of the Local Authorities;
- (c) article 44 may appoint another Vice-Chancellor of a University or Principal of a Further Education College in either case whose principal campus is located within the Area;

who is willing to act and who is not a director of the Company or an alternate for another director, to be an alternate director and may remove from office an alternate director so appointed by her/him by notice to the Company

48 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which her/his appointor is a member, to attend and vote at any such meeting at which the director appointing her/him is not personally present, and generally to perform all the functions of her/his appointor as a director in her/his absence. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which her/his appointor is a member.

49 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any

other manner approved by the directors.

- 50 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor
- 51 Except as these articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
  - (b) are liable for their own acts and omissions;
  - (c) are subject to the same restrictions as their appointors; and
  - (d) are not deemed to be agents of or for their appointors
- 52 A person who is an alternate director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
  - (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- 53 Subject to these articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company that director's alternate may not vote on any proposal relating to it unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006).
- 54 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director.
- 55 An alternate director's appointment as an alternate terminates
- (a) when the alternate's appointor revokes the appointment by notice to the Company specifying when it is to terminate,
  - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
  - (c) on the death of the alternate's appointor, or
  - (d) when the alternate's appointor's appointment as a director terminates.

#### **POWERS OF DIRECTORS**

- 56
- (a) Subject to the provisions of the Act, the memorandum and these articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or these articles and no such direction is to be treated as invalidating 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;

- (b) The powers given by this article are not limited by any special power given to the directors by these articles and a meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors, and
- (c) The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of her/his powers.

#### **DELEGATION OF DIRECTORS' POWERS**

- 57 The directors may delegate any of their powers, authorities and discretions to any committee consisting of one or more A Directors and one or more B Directors together with or without persons other than directors provided that the directors shall be a majority. The directors may make any such delegation on such terms and conditions as they think fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the directors.
- 58 The proceedings of any committee shall be governed by any regulations imposed on it by the directors and (subject to such regulations) by these articles regulating the proceedings of the directors so far as they are capable of applying.

#### **DIRECTORS' REMUNERATION AND EXPENSES**

- 59 The Chair shall be entitled to such remuneration (which may take any form including, without limitation, fees, pensions and death, sickness and disability benefits) from the Company for acting as the Chair as the Board may determine.
- 60 The directors other than the Chair shall not be entitled to any remuneration from the Company for acting as directors, but shall be entitled to reimbursement by the Company of reasonable and proper expenses incurred by them in the discharge of their duties in accordance with a scheme determined by the members.
- 61 No member or candidate for membership of a Local Authority shall hold or be appointed to any salaried office of or any office of the Company paid by fees and no salary, remuneration or any other benefit in money or money's worth shall be paid or payable by the Company to any such member or candidate save and except that s/he shall be entitled as follows.
  - (a) to reimbursement of expenses incurred by her/him as a director to the extent to which reimbursement is authorised by article 60;
  - (b) to any indemnity which may be payable to her/him in accordance with article 92;
  - (c) to any security or indemnity to which s/he may be entitled by virtue of any arrangement made with her/him as a director in respect of any obligations undertaken by her/him for the benefit of the Company; and

- (d) to any insurance purchased and/or maintained for her/him or for her/his benefit as a director in accordance with article 93

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

62 Subject to the provisions of the Act, and provided that s/he has disclosed to the directors the nature and extent of any material interest of her/his, a director notwithstanding her/his office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of her/his office, be accountable to the Company for any benefit which s/he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

63 For the purposes of article 62 -

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a director has no knowledge and which it is unreasonable to expect her/him to have knowledge shall not be treated as an interest of her/his

## **CONFLICTS OF INTEREST**

64

- (a) The provisions of this article shall apply in relation to the exercise of the power of the directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which s/he has, or can have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company;
- (b) In this article and articles 65 and 66

**authorise** means to authorise in accordance with section 175(5)(a) CA 2006 and **authorisation**, **authorised** and **cognate** expressions shall be construed accordingly;

**Conflicted Director** means a director in relation to whom there is a conflicting matter,

**conflicting matter** means a matter of the kind referred to in article 64(a) (that is to say, a matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a situation in which s/he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company);

- (c) The provisions of this article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006. Nothing in these articles shall invalidate an authorisation;
- (d) A Conflicted Director seeking authorisation of her/his conflicting matter shall disclose to the directors the nature and extent of her/his conflicting matter as soon as is reasonably practicable. The Conflicted Director shall provide the directors with such details of her/his conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the directors,
- (e) Any director (including the Conflicted Director) may propose that a Conflicted Director's conflicting matter be authorised. Such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved upon by the directors under of the provisions of these Articles, save that
  - (i) the Conflicted Director and any other interested director shall not count towards the quorum nor vote on any resolution giving such authorisation; and
  - (ii) the Conflicted Director and any other interested director may, if the directors so decide, be excluded from any meeting of the directors while the conflicting matter and the giving of such authorisation are under consideration;
- (f) Where the directors authorise a Conflicted Director's conflicting matter:
  - (i) the directors may (whether at the time of giving the authorisation or subsequently):
    - (A) require that the Conflicted Director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) related to the conflicting matter; and
    - (B) impose on the Conflicted Director such other terms for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine

except in the case of a B Director where the conflicting matter arises solely from the B Director's membership of a Local Authority or her/his holding the office of an elected mayor for a Local Authority,

- (ii) the Conflicted Director will be obliged to conduct her/himself in accordance with any terms imposed by the directors pursuant to the authorisation;
- (iii) the directors may provide that, where the Conflicted Director obtains (otherwise than through her/his position as a director) information that is confidential to a third party, the Conflicted Director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- (iv) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded); and
- (v) the directors may revoke or vary the authorisation at any time but this will not affect anything done by the Conflicted Director prior to such revocation in accordance with the terms of the authorisation.

65 A Conflicted Director shall not, by reason of her/his office or of the fiduciary relationship thereby established, be liable to account to the Company for any benefit which s/he (or a person connected with her/him) derives from a conflicting matter authorised by the directors and no transaction or arrangement shall be liable to be avoided on the grounds of any such benefit.

66

- (a) Save as otherwise provided in article 66(c), a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless her/his interest or duty arises only because the case falls within one or more of the following paragraphs -
  - (i) the resolution relates to the giving to her/him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by her/him for the benefit of, the Company or any of its subsidiaries;
  - (ii) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation to the Company or of any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (iii) her/his interest arises by virtue of her/his subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any of its subsidiaries, or by virtue of an offer of any shares, debentures or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange; or
  - (iv) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the board of Inland Revenue for taxation purposes;

- (b) A director shall not be counted in the quorum present at a meeting in relation to a resolution upon which s/he is not entitled to vote;
- (c) A director who has directly or indirectly a duty in a matter which is material and which conflicts or may conflict with the interests of the Company may, notwithstanding her/his duty, vote on the matter and be included for the purposes of a quorum at any meeting at which the matter is considered provided that:
  - (i) s/he has disclosed the nature and extent of her/his duty giving rise to her/his conflict of duties,
  - (ii) s/he does not have a personal or pecuniary interest in the matter which is material excluding a personal or pecuniary interest arising solely because of her/his membership of a Local Authority or the holding of the office of elected mayor for a Local Authority; and
  - (iii) where her/his conflict of duties is constituted by or arises from a conflicting matter of her/his, that conflicting matter has been authorised and the director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter;
- (d) If a question comes up at a meeting of the directors about whether a director (other than the chairman of the meeting) has an interest which is likely to give rise to a conflict of interest or if s/he can vote or be counted in the quorum, and the director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting. The ruling of the chairman of the meeting about any other director is final and conclusive, unless the nature or extent of the director's interest (so far as it is known to her/him) has not been fairly disclosed to the directors. If the question comes up about the chairman of the meeting, the question shall be decided by a resolution of the directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's interest (so far as it is known to her/him) has not been fairly disclosed to the directors;
- (e) The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, the provisions of article 66(a) or any other provision of these articles prohibiting a director from voting at a meeting of directors or of a committee of directors or ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these articles, and
- (f) For the purposes of article 62 and this article 66.
  - (i) an interest or duty is **material** unless it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (ii) a **conflict of interest** includes a conflict of interest and duty and a conflict of duties;
  - (iii) an interest or duty of a person who is, or persons who are

- (A) for the purpose of the Act (excluding any statutory modification not in force when this article becomes binding on the Company) connected with a director; or
- (B) an employer of a director; or
- (C) a body corporate of which a director is a member or officer; or
- (D) a local authority of which the director is a member or an elected mayor; or
- (E) a body of persons (including a partnership, unincorporated association or trust) of which a director is a member,

shall be treated as an interest or duty of the director,

- (iv) in relation to an alternate director, an interest or duty of her/his appointor shall be treated as an interest or duty of the alternate director without prejudice to any interest or duty which the alternate director has otherwise, and
- (v) a **pecuniary interest** is one by reason of which a financial or economic benefit may be received or derived or a financial or economic loss or detriment incurred.

#### **MEETINGS AND PROCEEDINGS OF THE DIRECTORS**

67 Subject to the provisions of these articles, the directors may regulate their meetings in such manner as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

68 The quorum at a meeting for the transaction of the business of the directors shall be any director until the resignation of all the first directors named in the statement delivered under section 9(4) of the Act and thereafter shall be two A directors and two B Directors. A person who holds office only as an alternate director shall, if her/his appointor is not present, be counted in the quorum

69

- (a) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director may participate in the business of the meeting whether directly, by telephone or by any other communications equipment or by electronic means which enables her/him:
  - (i) to hear each of the other participating directors addressing the meeting; and
  - (ii) if s/he so wishes, to address all of the other participating directors simultaneously;

- (b) A quorum is deemed to be present if at least the number of directors required to form a quorum, subject to the provisions of article 70, may participate in the manner specified above in the business of the meeting;
  - (c) A meeting of the directors held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates; and
  - (d) A resolution put to the vote of a directors' meeting shall be decided by each director indicating to the chair (in such manner as the chair may direct) whether the director votes in favour of or against the resolution or abstains
- 70 The directors shall, from time to time, appoint a Chair of the company to hold office for such period (if any) as the resolution appointing her/him shall prescribe. The Chair shall be an A Director. The Chair so appointed shall preside at all meetings of the directors, but if s/he be not present within 15 minutes after the time fixed for holding the meeting or be unwilling to act, the directors present shall choose another A Director to act as Chair of such meeting unless there are no A Directors present at the meeting, and the director so chosen shall preside at such meeting accordingly.
- 71 The directors may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for meetings of the directors, the continuing director or directors may act for the purpose of calling a general meeting, but for no other purpose.
- 72 All acts done by a meeting of the directors or of a committee or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or committee member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, are as valid as if every such person had been duly appointed and was qualified and had continued to be a director or a committee member and had been entitled to vote.
- 73 A resolution which is signed or approved and dated by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be), a committee of directors duly convened and held. The resolution may be contained in one document or electronic communication or in several documents or electronic communications in the like form and signed or approved and dated by one or more directors. The resolution is to be treated as passed at the date of the last signature or approval. A resolution signed or approved by an alternate director need not also be signed or approved by her/his appointor. A resolution signed or approved by a director who has appointed an alternate director need not also be signed or approved by the alternate director in that capacity. For the purpose of this article the approval of a director shall be given in writing or by electronic means.
- 74 Where proposals are under consideration concerning the appointment of two or more directors to offices with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided s/he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be

counted in the quorum in respect of each resolution except that concerning her/his own appointment

- 75 If a question arises at a meeting of the directors or of a committee of directors as to the right of a director to vote, the question shall be referred to the chair of the meeting and her/his ruling in relation to any director other than her/himself is final and conclusive. In relation to the chair of the meeting, the question shall be decided by resolution of the other directors.
- 76 A Local Authority shall be entitled to appoint an observer to the Board or to any committee of the Board. Such an observer shall be entitled to receive notice of, and all papers for, and to attend and speak (but not vote) at, all meetings of the Board or (as the case may be) the relevant committee of the Board.

#### **SECRETARY**

- 77 Subject to the provisions of the Act, the secretary shall be appointed by the directors on such reasonable terms as to remuneration and other matters and subject to such conditions as the directors from time to time determine; and any secretary so appointed may be removed by the directors by reasonable notice. The first secretary shall be the person named in the statement delivered under section 9(4) of the Act who is deemed to be appointed under these articles.

#### **REGISTER OF DIRECTORS AND SECRETARY**

- 78 The directors shall maintain a register containing the following particulars
- (a) with respect to each director:
    - (i) present name, any former name, usual residential address, nationality, business occupation (if any), particulars of any other directorships held or which have been held by her/him and her/his date of birth; and
    - (ii) the date at which s/he was appointed or re-appointed as a director and the date at which s/he ceased to be a director; and
  - (b) with respect to the secretary, her/his present name, any former name and her/his usual residential address.

#### **MINUTES**

- 79 The directors shall cause minutes to be made in books kept for the purpose of:
- (a) all appointments of officers made by the directors; and
  - (b) all proceedings at meetings of the Company, of the directors and of any committees including the names of the persons present at each meeting.

#### **ACCOUNTS, REPORTS AND RETURNS**

- 80 The directors shall comply with the requirements of the Statutes with respect to the keeping of accounting records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies for England and Wales of:



- (a) annual accounts;
- (b) annual reports; and
- (c) annual returns.

81 No member (other than a Local Authority) shall (as such) have any right of inspecting any accounting records or other books or documents of the Company except as conferred by the Statutes or authorised by the directors

#### THE SEAL

82

- (a) The directors shall provide for the safe custody of any seal which the Company may have;
- (b) The seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given in writing or by electronic means by a majority of the directors or of the members of a duly authorised committee;
- (c) The directors may determine who shall sign any instrument to which the seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with; and
- (d) Unless otherwise decided by the directors every instrument to which the seal is supplied shall be signed by at least one director and the secretary or by at least two directors.

#### DISTRIBUTIONS

83 Subject to the provisions of article 84 the income and property of the Company shall be applied solely towards the promotion of the Objects. 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. Nothing in these Articles shall prevent any payment in good faith by the Company

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or director;
- (c) of reasonable and proper rent or licence fee for any premises demised, let or licensed by any member of the Company or director;
- (d) of fees remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member; or
- (e) to any director of reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company

- 84 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects the same as or similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as is imposed on the Company under or by virtue of article 83, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if insofar as the effect cannot be given to this last provision then to some other object as near as may be to that of the Company.

## NOTICES

- 85 Any notice to be given to or by a person pursuant to these articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using an electronic communication to an address for the time being notified for the purpose to the person giving the notice.
- 86 The Company may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at their registered address or by leaving it at that address or by giving it using an electronic communication to an address for the time being notified to the Company by the member. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom to which notices may be given to them, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to them at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 87 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 88 Unless otherwise provided by these articles, a member may give any notice or send any other document pursuant to these articles to the Company by sending it by post in a pre-paid envelope addressed to the Company at the registered office or by leaving it at the registered office or by sending it using an electronic communication to such address (if any) for the time being notified by or on behalf of the Company for that purpose.
- 89 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of one hour after the time it was sent.
- 90 Any notice request or consent to be given by the Universities and Colleges Sector shall be given by one member of the Universities and Colleges Sector on behalf of all members of the Universities and Colleges Sector and neither the Company nor any director shall be entitled or required to examine or verify the authority of that one member to act on behalf of all members of the sector.

## BYELAWS

- 91 The directors shall have power to make byelaws concerning such matters regarding the government and management of the Company as they may from time to time think fit and to revoke or alter the byelaws, provide that no byelaw shall have effect if and to the extent that it is inconsistent with the memorandum or these articles.

## INDEMNITY AND INSURANCE

92

- (a) Subject to article 92(b), a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:
- (i) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
  - (ii) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) CA 2006), and
  - (iii) any other liability incurred by that director as an officer of the Company or an associated company
- (b) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Statutes or by any other provision of law.
- (c) In this article:
- (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - (ii) a **relevant director** means any director or former director of the Company or an associated company

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- (a) The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss
- (b) In this article:
- (i) a **relevant director** means any director or former director of the Company or an associated company;
  - (ii) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' benefit scheme of the Company or associated company; and

- (iii) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate