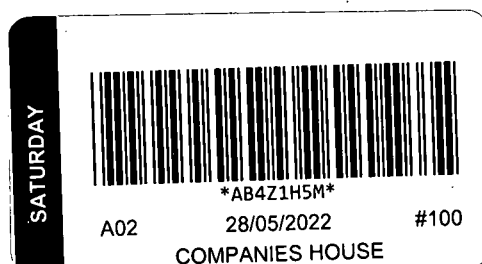


**The Companies Act 2006**  
**Company Limited by Guarantee**  
**and not having a Share Capital**

**Articles of Association**  
**of**  
**London Chamber of Commerce and Industry Commercial**  
**Education Trust**

**Company No: 02419257**  
**Charity No: 801986**



*EW-9*

# **THE COMPANIES ACT 2006**

**Company Limited by Guarantee and not having a Share Capital**

## **ARTICLES OF ASSOCIATION**

**OF**

### **LONDON CHAMBER OF COMMERCE AND INDUSTRY COMMERCIAL EDUCATION TRUST**

#### **1 NAME**

- 1.1 The name of the company is London Chamber of Commerce and Industry Commercial Education Trust (the "**Trust**").

#### **2 REGISTERED OFFICE**

- 2.1 The registered office of the Trust is to be in England and Wales.

#### **3 OBJECTS**

- 3.1 The Trust's objects (the "**Objects**") are:

To promote, advance and encourage commercial education for the benefit of the public in particular (but entirely without prejudice to the generality of the foregoing) by:

- 3.1.1 obtaining due recognition and special attention for education adapted to the requirements of commerce;
  - 3.1.2 improving the standard of general education;
  - 3.1.3 encouraging thoroughness and efficiency; and
  - 3.1.4 granting certificates, prizes and awards to candidates who pass examinations.
- 3.2 Nothing in these Articles shall authorise an application of the property of the Trust for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.
- 3.3 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

#### **4 POWERS**

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to award scholarships, awards, bursaries or maintenance allowances and provide financial and other assistance, to men, women and young persons to enable or assist them to undertake, enhance or continue their education, studies or training, in the United Kingdom and overseas, to prepare to assist their entry into or advancement within a trade, profession, career or service;
- 4.2 to run courses, conferences, seminars, workshops, lectures, debates, public meetings and exhibitions;
- 4.3 to advise and assist students and teachers, employers and employees, on matters of training, careers and career development and to set up proficiency and promotion tests;
- 4.4 to conduct and publish research into education and training in business, the professions and commerce;
- 4.5 to act as an examinations board and provide a system of qualifications in business, professional, commercial and other subjects desirable to employers;

- 4.6 to set syllabuses and examination papers, establish or approve examination centres in the United Kingdom and overseas, mark papers and award certificates, diplomas, medals, prizes and awards to successful students;
- 4.7 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects and all such activities are confined to those permitted by the law;
- 4.8 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.9 to advertise in such manner as may be thought expedient;
- 4.10 to co-operate with other bodies and to exchange information and advice with them;
- 4.11 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Trust and to act as trustee of any charity or special charitable trust whether established by the Trust or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Trust and may be conducive to its Objects;
- 4.12 to accept gifts and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.13 to receive and administer bequests and donations;
- 4.14 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
  - 4.14.1 ancillary to the transaction;
  - 4.14.2 an integral part of managing the Trust's debt entered into in order to manage risk associated with the transaction; and
  - 4.14.3 not a purely speculative transaction;
- 4.15 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.16 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.17 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.19 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Trust shall have power to retain any investments donated to it;
- 4.20 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.20.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.20.2 timely reports of all transactions are provided to the Trustees;
  - 4.20.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.20.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.20.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.20.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.20.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.21 to arrange for investments or other property of the Trust to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.22 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.23 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 4.24 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.25 to engage and, subject to Article 5, pay any person or persons whether on a full time or part time basis and whether as consultant or employee to supervise, organise, carry on the work of and advise the Trust and to grant (subject to Article 5) pensions, allowances, gratuities and bonuses to the employees or ex- employees of the Trust or of the charitable trust whose assets and liabilities it is acquiring, or the families, dependants or connections of such persons;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies;
- 4.27 to enter into any arrangements with any government or other authority, international supreme, municipal, local or otherwise and to obtain from any such government or authority any rights, concessions and privileges;
- 4.28 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects; and
- 4.29 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

## **5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Trust must be used only for promoting the Objects and do not belong to the Members or the Trustees.
- 5.2 The Chamber and other Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied.
- 5.3 Subject to compliance with Article 5.7 if applicable, nothing in this Article 5 shall prevent any exclusively charitable payment in good faith by the Trust in furtherance of the Objects to the Chamber in its capacity as a beneficiary.
- 5.4 Subject to compliance with Article 5.7, Members, Trustees and Connected Persons:
  - 5.4.1 may be paid interest at a reasonable rate on money lent to the Trust;
  - 5.4.2 may be paid a reasonable rent or hiring fee for property let or hired to the Trust;
  - 5.4.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and

- 5.4.4 may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.
- 5.5 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:
- 5.5.1 as mentioned in Articles 4.24, 5.4 or 5.6;
  - 5.5.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Trust;
  - 5.5.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings);
  - 5.5.4 payment to any company in which a Trustee or a Connected Person has no more than a 10% shareholding; or
  - 5.5.5 in exceptional cases, other payments or benefits but only with:
    - (a) the written consent of the Commission in advance where required under the Charities Act; and
    - (b) the approval or affirmation of the Members where required under the Act.
- 5.6 No Trustee, or Connected Person, may be employed by the Trust except in accordance with Article 5.5.5, but any Trustee or Connected Person may enter into a contract with the Trust, as permitted by the Charities Act to supply goods or services to the Trust in return for a payment or other material benefit but only if:
- 5.6.1 the contract is in writing and states the maximum to be paid by the Trust;
  - 5.6.2 the goods or services are actually required by the Trust, and the Trustees decide that it is in the best interests of the Trust to enter into such a contract;
  - 5.6.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
  - 5.6.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
  - 5.6.5 the Trustee has complied with the procedure set out in Article 5.7.
- 5.7 Subject to Article 5.8, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.7.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
  - 5.7.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 5.7.3 not be counted in the quorum for that part of the meeting; and
  - 5.7.4 be absent during the vote and have no vote on the matter.
- 5.8 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Trust to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- 5.8.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or

- 5.8.2 to disclose information confidential to the Trust to a third party; or
- 5.8.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.9 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Trust if he or she declares the conflict in accordance with Article 5.7 and then withholds such confidential information from the Trust.
- 5.10 For any transaction or arrangement authorised under Articles 5.4, 5.5 or 5.6 the Trustee's duty under the Act to avoid a conflict of interest with the Trust shall be disapplied provided the relevant provisions of Article 5.7 have been followed.
- 5.11 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

## **6 MEMBERSHIP**

- 6.1 The Trust must maintain a register of the names and addresses of the Members.
- 6.2 The Members of the Trust shall be
  - 6.2.1 the Trustees;
  - 6.2.2 the Chamber; and
  - 6.2.3 subject to such persons agreeing to be bound by the Articles and rules of the Trust, such other persons as the Trustees may admit.
- 6.3 Membership is terminated if the Member concerned:
  - 6.3.1 gives written notice of resignation to the Trust unless, after the resignation, there would be less than two members;
  - 6.3.2 dies, or in the case of the Chamber, ceases to exist;
  - 6.3.3 in the case of a Member who is a Trustee, ceases to be a Trustee.
- 6.4 Membership of the Trust is not transferable.
- 6.5 The Chamber may nominate any person to act as its duly authorised representative at any meeting of the Trust by resolution of its directors or other governing body provided that:
  - 6.5.1 the Chamber must give written notice to the Trust of the name of its representative. The nominee shall not be entitled to represent the Chamber at any meeting unless the notice has been received by the Trust. The nominee may continue to represent the organisation until written notice to the contrary is received by the Trust; and
  - 6.5.2 any notice given to the Trust will be conclusive evidence that the nominee is entitled to represent the Chamber or that his or her authority has been revoked. The Trust shall not be required to consider whether the nominee has been properly appointed by the Chamber.

## **7 LIABILITY OF MEMBERS AND GUARANTEE**

The liability of Members is limited to a sum not exceeding £10, being the amount that each Member undertakes to contribute to the assets of the Trust in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Trust incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Trust; and
- 7.1.3 the adjustment of rights of contributors among themselves.

## **8 GENERAL MEETINGS OF MEMBERS**

### **8.1 Attendance**

- 8.1.1 Members are entitled to attend general meetings.
- 8.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.
- 8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

### **8.2 Notice**

- 8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least 5% of the Members having the right to vote at general meetings of the Trust if the request is issued in accordance with the Act.
- 8.2.2 All 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:
  - (a) in the case of an AGM, by all the Members entitled to attend and vote at it; and
  - (b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the Members.
- 8.2.3 The notice shall specify:
  - (a) the time, date and place of the meeting;
  - (b) the general nature of the business to be transacted;
  - (c) the terms of any proposed special resolution; and
  - (d) notifying Members of their right to appoint a proxy under section 324 of the Companies Act 2006 and Article 8.8.
- 8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Trust's auditors.
- 8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

### **8.3 Quorum**

- 8.3.1 No business shall be transacted at any meeting unless a quorum is present. The quorum for a general meeting is the Chamber and the higher of (i) four other Members or (ii) such number as brings the quorum excluding the Chamber to one tenth of the Membership. A proxy for a Member or a duly authorised representative of a corporation being a Member, shall be counted in determining whether or not a quorum is present. 'Present' includes being present by suitable Electronic Means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

- 8.3.2 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 Trustees may determine.

**8.4 Chair of the Meeting**

- 8.4.1 The Chair, or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair. If the chair should have to leave the meeting prior to its end, he or she may invite some other person present to take over his duties for the remainder of such meeting.
- 8.4.2 If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair.

**8.5 Adjournment**

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 the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

**8.6 Voting General**

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy in accordance with the provisions of Article 8.8.
- 8.6.3 On a show of hands every Member present in person shall have one vote and on a poll every Member present in person or by proxy shall have one vote, save that the Chamber shall, for so long as it be a Member, be entitled to cast, whether on a show of hands or a poll, the whole number of votes most nearly equivalent to 26% of the total number of Members (with fractions being rounded upwards) or, on a resolution for the winding-up of the Trust, the whole number of votes must most nearly equivalent to 95% of the total number of Members (with fractions being rounded upwards).
- 8.6.4 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.

**8.7 Poll Voting**

- 8.7.1 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 demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chair; or



- (b) by at least two Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

- 8.7.2 Unless a poll is duly demanded 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 of or against the resolution.
- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.7.4 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.7.5 A poll demanded on the election of a chair 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 was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 8.7.6 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.

## 8.8 **Proxy Voting**

- 8.8.1 An instrument appointing a proxy (who need not be a member) shall be in writing, executed by or on behalf of the appointor and shall be in any form which is usual or which the Trustees may approve.
- 8.8.2 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:
  - (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than forty-eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

- (c) 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 or to the secretary or to any Trustee.

8.8.3 An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

8.8.4 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **8.9 Written Resolutions**

Subject to the provisions of the Act:

8.9.1 A written resolution executed by or on behalf of a simple majority of the Members eligible to vote in the case of an ordinary resolution or 75% of the Members eligible to vote in the case of a special resolution shall be as effectual as if it had been passed at a general meeting duly convened and held provided that the adjusted voting rights in Article 8.6.3 shall apply accordingly.

8.9.2 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

8.9.3 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

8.9.4 A Member indicates his or her agreement to a written resolution when the Trust receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

(a) by the Member's signature if the document is in Hard Copy Form; or

(b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Trust, accompanied by a statement of the Member's identity which the Trust has no reason to doubt, if the document is in Electronic Form;

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

8.9.5 A written resolution lapses if the required number of agreements has not been obtained by twenty-eight days beginning with the Circulation Date of the resolution.

## **8.10 AGMs**

8.11 The Trust must hold an AGM in every year which all Members are entitled to attend.

8.12 At an AGM the Members:

8.12.1 receive the accounts of the Trust for the previous financial year;

8.12.2 receive the Trustees' report on the Trust's activities since the previous AGM;

8.12.3 appoint independent examiners or auditors for the Trust; and

8.12.4 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

## **9 THE TRUSTEES**

9.1 The Trustees as Charity Trustees have control of the Trust and its property and funds.

9.2 The Trustees shall be:

9.2.1 an honorary officer or Vice-President of the Chamber appointed by notice in writing by the Chamber to the Trust; and

9.2.2 up to eleven other persons nominated by the Chamber by notice in writing to the Trust, provided that they are subsequently appointed by the Trustees (and where they are not the Trustees shall provide a written statement of reasons to the Chamber and seek further nominations) and as may subsequently be reappointed under Article 9.4

Provided that:

(a) the register of directors shall note against their respective names the category into which a Trustee has been initially appointed (as may be amended under (b) below);

(b) if a Trustee appointed under the provisions of Article 9.2.1 subsequently resigns or is otherwise removed from his position as honorary officer or Vice-President of the Chamber then that Trustee may, following the process at Article 9.2.2, be moved into the other category provided that this does not result in the maximum number of Trustees appointed under the provisions of Article 9.2.2 being exceeded;

(c) members of the board of directors of the Chamber shall at no time constitute a majority of the Trustees and at all times at least two Trustees appointed under Article 9.2.2 shall be neither an honorary officer or Vice-President of the Chamber nor an employee or member of the board of directors of the Chamber; and

(d) a Trustee who is a member of the board of directors of the Chamber shall not be permitted to be present during the consideration of any matter or vote in any matter in the management of any business of the Trust which involves or could involve a conflict of interest whether directly or indirectly with the Chamber.

9.3 A Trustee's term of office shall be three years, although for a Trustee appointed under the provisions of Article 9.2.1, his or her term may be shorter to accommodate a shorter term as honorary officer or Vice-President of the Chamber unless he or she is moved into the other category under 9.2.2(b), in which case his or her term shall reflect the time already served as a Trustee.

9.4 Subject to (a) to (d) in Article 9.2 and subject to Article 9.5, a Trustee initially appointed by the Chamber under Article 9.2 may be reappointed by the Trustees for up to two further terms of three years.

9.5 No Trustee may serve more than nine years in office in total and where a Trustee has resigned but is subsequently re-appointed, the period in which he or she was not a Trustee shall not count towards the total aggregate period.

9.6 A Trustee's term of office automatically terminates if:

9.6.1 he or she dies;

9.6.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;

9.6.3 a registered medical practitioner who is treating that person gives a written opinion to the Trust stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;

9.6.4 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;

- 9.6.5 he or she resigns by written notice to the Trustees (but only if at least three Trustees will remain in office); or
- 9.6.6 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 9.7 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 9.9 At the date of adoption of these Articles:
  - 9.9.1 A Trustee's term of office for the purposes of Article 9.3 and 9.5 shall include the period that a Trustee has served in office prior to the adoption of these Articles; and
  - 9.9.2 Notwithstanding the provisions on retirement contained within this Article 9, the term of office of any Trustee whose final term is due to end before 31 December 2021 shall be automatically extended to 31 December 2022.

## **10 PROCEEDINGS OF TRUSTEES**

- 10.1 The Trustees must hold at least three meetings each year.
- 10.2 A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees by giving not less than two days' notice unless such shorter period is agreed by all the Trustees entitled to attend.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be five, excluding any Conflicted Trustee who has not been authorised to participate in discussions or vote under Article 5.8.
- 10.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously, but at least one meeting in each year must be held in person.
- 10.6 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as a quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 10.7 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.8 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by 75% of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.8) is as valid as a resolution passed at a meeting provided that:
  - 10.8.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
  - 10.8.2 75% of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Trust's registered office within the period of twenty-eight days beginning with the circulation date.

For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 10.9 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.10 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **11 POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Trust in their capacity as Trustees:

- 11.1 to appoint (and remove) a Chair and Secretary from among their number on such terms as they shall think fit;
- 11.2 to appoint (and remove) other persons, who shall not be Trustees, to such non-voting honorary positions as the Trustees consider appropriate;
- 11.3 to invite observers and advisers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Trust's funds. For the avoidance of doubt, such observers and advisers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
  - 11.4.1 impose conditions when delegating, including the conditions that:
    - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
    - (b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the Trustees;
  - 11.4.2 revoke or alter a delegation;
- 11.5 to delegate the day to day management of the affairs of the Trust in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 11.6 to employ as a professional investment manager a Financial Expert the exercise of all or any of their powers of investment on such terms and at such reasonable remuneration as the Trustees may think fit but subject always to the conditions at Article 4.20;
- 11.7 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.8 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust. Such rules or bye laws may regulate the following matters but are not restricted to them:
  - 11.8.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;

- 11.8.2 the conduct of Members in relation to one another and to the Trust's employees and volunteers;
- 11.8.3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- 11.8.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
- 11.8.5 generally, all such matters as are commonly the subject matter of company rules;

provided that:

- 11.8.6 the Trust in general meeting has the power to alter, add to or repeal the rules or bye laws;
- 11.8.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
- 11.8.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

- 11.8.9 the rules or bye laws shall be binding on all Members;

11.9 to establish procedures to assist the resolution of disputes within the Trust; and

11.10 to exercise any powers of the Trust which are not reserved to the Members.

## **12 RECORDS & ACCOUNTS**

12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 12.1.1 annual reports;
- 12.1.2 annual returns; and
- 12.1.3 annual statements of account.

12.2 The Trustees must keep records of:

- 12.2.1 all proceedings at general meetings;
- 12.2.2 all proceedings at meetings of the Trustees;
- 12.2.3 all reports of committees; and
- 12.2.4 all professional advice obtained.

12.3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

12.4 A copy of the Trust's latest available statement of accounts must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Trust's reasonable costs, within two months.

## **13 MEANS OF COMMUNICATION TO BE USED**

13.1 Subject to the Articles, anything sent or supplied by or to the Trust under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Trust.

13.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

13.3 A Trustee may agree with the Trust that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight hours.

#### **14 EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

#### **15 INDEMNITY**

15.1 The Trust shall indemnify every Trustee against any liability incurred in that capacity, to the extent permitted by sections 232-234 of the Companies Act 2006.

15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Trust.

15.3 The Trust may indemnify an auditor against any liability incurred by him or her:

15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

15.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

#### **16 DISSOLUTION**

16.1 If upon the winding up or dissolution of the Trust there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred to such other institution or institutions having objects similar to the Objects of the Trust and which shall prohibit the distribution of its or their income and property among it or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 5 hereof, or shall be applied to such charitable object or objects, as may be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then shall be applied to some charitable object or objects.

#### **17 INTERPRETATION**

17.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.

17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

17.4 In these Articles:

**"Act"**

means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Trust;

**"Address"**

Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Trust;

<b>"AGM"</b>	means an annual general meeting of the Trust;
<b>"these Articles"</b>	means these articles of association;
<b>"Chair"</b>	means the Trustee appointed by the Trustees to act as Chair under Article 11.1;
<b>"the Chamber"</b>	means The London Chamber of Commerce and Industry;
<b>"the Charities Act"</b>	means the Charities Act 2011;
<b>"Charity Trustee"</b>	has the meaning prescribed by section 177 of the Charities Act;
<b>"Circulation Date"</b>	has the meaning prescribed by section 290 of the Companies Act 2006;
<b>"Clear Day"</b>	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>"the Commission"</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>"Conflicted Trustee"</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Trust, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust;
<b>"Connected Person"</b>	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively prescribed to them in the Act;
<b>"Eligible Member"</b>	has the meaning prescribed by the Companies Act 2006;
<b>"executed"</b>	includes any mode of execution;
<b>"Financial Expert"</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>"firm"</b>	includes Limited Liability Partnership;
<b>"Hard Copy Form"</b>	has the meaning prescribed by the Companies Act 2006;



<b>"indemnity insurance"</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>"material benefit"</b>	means a benefit, direct or indirect, which may not be financial but has monetary value;
<b>"Member" and "Membership"</b>	refer to company membership of the Trust;
<b>"month"</b>	means calendar month;
<b>"Objects"</b>	"Objects" means the Objects of the Trust as defined in Article 3;
<b>"Secretary"</b>	means any person appointed to perform the duties of the secretary of the Trust;
<b>"Trustee"</b>	means a director of the Trust and "Trustees" means the directors;
<b>"written" or "in writing"</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
<b>"year"</b>	means calendar year.

CC03

Statement of compliance where amendment of  
articles restricted



Companies House

✓ **What this form is for**  
You may use this form to state that  
the restrictions to change articles  
have been observed.

✗ **What this form is NOT for**  
You cannot use this form for  
notifying a change of articles  
if the articles are not restricted.

**1 Company details**

Company number 0 2 4 1 9 2 5 7

Company name in full London Chamber of Commerce and Industry

Commercial Education Trust

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Statement of compliance <sup>1</sup>**

The above company certifies that the amendment has been made in accordance  
with the company's articles and, where relevant, any applicable order of a court  
or other authority.

**<sup>1</sup>Please note:**

This form must accompany the  
document making or evidencing the  
amendment.

**3 Signature**

I am signing this form on behalf of the company.

Signature

Signature

X *Ellyne-Egton* X

This form may be signed by:  
Director <sup>2</sup>, Secretary, Person authorised <sup>3</sup>, Liquidator, Administrator,  
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver  
and manager, CIC manager, Judicial factor.

**<sup>2</sup>Societas Europaea**

If the form is being filed on behalf  
of a Societas Europaea (SE) please  
delete 'director' and insert details  
of which organ of the SE the person  
signing has membership.

**<sup>3</sup>Person authorised**

Under either section 270 or 274 of  
the Companies Act 2006.

CC03

## Statement of compliance where amendment of articles restricted

**Presenter information**

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

Contact name E K Wynne-Eyton

Company name London Chamber of Commerce and

Industry Commercial Education Trust

Address 33 Queen Street

Post town London

County/Region

Postcode E C 4 R 1 A P

Country UK

DX

Telephone 0207 203 1909

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You are also sending with this form the document making or evidencing the amendment.
- ☒ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)