



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003





Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)


SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed 
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

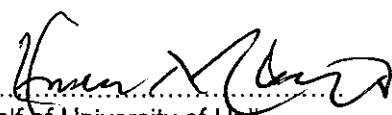
THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed 
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed *Jana Green*
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: *2 December 2003*



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003



Yorkshire Universities
The regional voice for higher education

Yorkshire Universities

(3467035)

SPECIAL RESOLUTION

We, the undersigned, being members of the above Company entitled to vote at any general meeting of the Company hereby Resolve unanimously as follows:

THAT: the revised Memorandum and Articles for the Company be adopted.

Signed
On behalf of University of Bradford

Signed
On behalf of University of Sheffield

Signed
On behalf of University of Huddersfield

Signed
On behalf of Sheffield Hallam University

Signed
On behalf of University of Hull

Signed
On behalf of Trinity & All Saints College

Signed
On behalf of University of Leeds

Signed
On behalf of University of York

Signed
On behalf of Leeds Metropolitan University

Signed
On behalf of York St John College

Signed
On behalf of the Open University

Dated: 2 December 2003

THE COMPANIES ACTS 1985 AND 1989

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

**MEMORANDUM
and
ARTICLES OF ASSOCIATION**

of

YORKSHIRE UNIVERSITIES

Company Number: 3467035

(Adopted by Special Resolution passed on 2 December 2003)

THE COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM OF ASSOCIATION

of

YORKSHIRE UNIVERSITIES

(Adopted by Special Resolution passed on 2 December 2003)

1. The Company's name is Yorkshire Universities (hereinafter called "the Company").
2. The company's registered office is to be situated in England and Wales.
3. The Objects for which the Company is established are to promote, encourage and develop the higher education sector in the Yorkshire and the Humber region and thereby advance education for the public benefit, and in furtherance of the Objects, but not otherwise, the Company shall have the following powers:
 - 3.1 to promote and provide facilities for discussion and consultation between representatives of higher education institutions in the Yorkshire and the Humber region, on any matters locally, regionally, nationally and internationally affecting or relevant to the higher education sector in Yorkshire and the Humber;
 - 3.2 to formulate policies on any matters affecting or relevant to the higher education sector in the Yorkshire and the Humber region;
 - 3.3 to represent, market and secure further recognition of the higher education sector in the Yorkshire and the Humber region and to conduct dealings and to liaise with the Government, any local, national or other institutions, authorities, agencies, bodies or persons, wheresoever in the world situate;
 - 3.4 to provide information concerning higher education institutions in Yorkshire and the Humber, their work, organisation and objectives, and the courses and facilities provided by them;
 - 3.5 to take any steps for the purpose of protecting the interest, reputation or good standing of the higher education sector and the higher education institutions in the Yorkshire and the Humber region;
 - 3.6 to undertake such tasks as the members of the Company shall from time to time determine to further the Company's Objects;
4. In pursuance of the foregoing statement of the Company's Objects but not otherwise, the Company may exercise the following further powers:-
 - 4.1 to print, make and to publish or to assist in or promote the printing or making of any newspapers, periodicals, books, monographs, articles, leaflets or other literary or audio-visual undertakings that the Company may think desirable for the promotion of its Objects and to distribute such as it may think fit;

- 4.2 to own, exploit and acquire copyrights, rights of publication or reproduction and other rights in respect of any literary, audio-visual or other works or undertakings;
- 4.3 to produce, present, promote, organise, manage and conduct any meetings, lectures, classes, debates, conferences, libraries, demonstrations or exhibitions for the promotion of its Objects as the Company may think fit;
- 4.4 to publish and disseminate by any means available relevant information, knowledge and learning in a manner calculated to best benefit the Objects of the Company;
- 4.5 to work with other bodies, groups, charities and organisations to promote and benefit the Objects of the Company;
- 4.6 to secure opportunities to further the Objects of the Company by contractual means and by means of advertisement of the Company and its Objects;
- 4.7 to receive and to make grants of funds on terms such that the funds granted are used only in furtherance of the Objects of the Company;
- 4.8 to solicit and procure by any lawful means and to take, accept and receive any subscription, annuity, gift of money, property or other assets, whether subject to any special trust or not, for the Objects of the Company;
- 4.9 to purchase or by any other lawful means acquire, alter or improve any property or assets whatever, for any estate or interest, and any rights or privileges of any kind over and in respect of any property or assets, and, subject to such consents as may be required by law, sell, lease, mortgage or otherwise dispose of or deal in or turn to account all or any of the property or assets of the Company;
- 4.10 to invest in or upon such investments, securities or property as the Company thinks fit, subject to such conditions (if any) as may for the time being be imposed or required by law, any moneys of the Company not immediately required for the Company's purposes or with a view to meeting long-term commitments or requirements, and to hold (either in nominee name or otherwise), sell or otherwise deal in such investments, securities or property (either under discretionary investment arrangements or otherwise) and generally do all the things which are in the Company's best interest or which are calculated directly or indirectly to protect, enhance the value of, or use most efficiently the Company's assets or resources;
- 4.11 to undertake either permanent or temporary trading activities and business to either further the Company's Objects or raise funds for the Objects, save that in so doing the Company shall not undertake any substantial permanent trading activity;
- 4.12 to borrow or raise money on such terms, and with such consents as by law requires, and on such security as may be thought fit;
- 4.13 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- 4.14 to make any donations of assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any charitable associations or institutions;
- 4.15 to establish or support any charitable trusts, associations or institutions formed for all or any of the charitable purposes included in the Objects;
- 4.16 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 4.17 to raise funds and to invite and receive contributions and to receive gifts subject to special trusts within the Objects, without prejudice to the Company having the right to refuse as it sees fit any gift,

contribution, legacy, or bequest and provided that in raising funds by way of gift the Company shall agree or acquiesce to be bound by the terms of any trust whether charitable or otherwise to the extent that the Objects or any one of them may thereby be furthered;

- 4.18 subject to clause 6 below to accept, agree or contract for the services, assistance or contributions of any person or organisation upon such terms as the Company may see fit including the provision of remuneration, indemnities, reimbursement of expenses, insurance, and reasonable working conditions, and to provide reasonable terms of employment including benefits for past employees and the dependants of the employees;
- 4.19 to pay out of the funds of the Company the cost of any premium in respect of insurance or indemnities to cover the liability of the directors or any other officers of the Company (or any of them) which by virtue of any rule of law would otherwise attach to them or any of them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company; Provided that any such insurance shall not provide cover for any director or other officer against any claim arising from any act or omission which that director or officer knew was a breach of trust or fiduciary duty or which was committed by that director or officer in reckless disregard of whether it was a breach of trust, or duty, or not;
- 4.20 to co-operate with other companies, individuals, institutions, organisations, charities, trusts, voluntary bodies and statutory authorities and other legal persons operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 4.21 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company both as a company and as a charity;
- 4.22 to appoint such officers and employees, on such reasonable and proper terms and conditions as the Company thinks fit, as may from time to time be necessary for carrying on the work of the Company;
- 4.23 to do all such other lawful and charitable things as will further the attainment of the Objects of the Company or any of them provided that:
 - 4.21.1 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Board of Directors or other managers or trustees of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for due administration of such property, in the same manner and to the same extent as they would have been answerable and accountable as such Board of Management or their managers or trustees if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercised by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Board of Management or other managers or trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Company were not incorporated;
 - 4.21.2 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trustees.
- 5. In the construction of this memorandum the word "person" shall be deemed to include any partnership or body of persons, whether incorporated or not incorporated, and words denoting the singular number only shall include the plural number and vice versa.
- 6. The income and property of the Company shall be applied solely towards the promotion of the Objects of the Company and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth

from the Company; Provided that nothing in this document shall prevent any payment in good faith by the Company:-

- 6.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director of the Company) for any services rendered to the Company and of expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
 - 6.2 of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession or who is employed by or holding office as a member of the Company, or by a partner of such an individual when instructed by the Company to act in a professional or academic capacity on its behalf;
 - 6.3 of interest on money lent by any member or director of the Company at a reasonable and proper rate per annum;
 - 6.4 of fees, remuneration, payment or other benefit in money or money's worth to any company of which a director may also be a member holding no more than one hundredth part of the issued capital of that company;
 - 6.5 of reasonable and proper rent for premises demised or let by any member or a director of the Company;
 - 6.6 to a director or other officer or auditor of the Company under the indemnity provided by Article 22.1 of the Company's Articles of Association and authorised by clause 4.17 above;
 - 6.7 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.17 above;
 - 6.8 to any director of reasonable out-of-pocket expenses.
7. The Company and its directors may rely upon the authority provided by sub-clauses 6.2 to 6.5 above provided that:
- 7.1 the remuneration or other sums paid to the director do not exceed an amount that is reasonable in all the circumstances;
 - 7.2 the director is absent from that part of any meeting at which there is discussion of:
 - 7.2.1 his employment or remuneration, or any matter concerning the contract;
 - 7.2.2 his performance in the employment, or his performance of the contract;
 - 7.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under sub-clauses 6.2 to 6.5;
 - 7.2.4 any other matter relating to a payment or the conferring of any benefit permitted by sub-clauses 6.2 to 6.5;
 - 7.3 the director does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at such a meeting;
 - 7.4 the other directors are satisfied that it is in the interests of the Company to employ or to contract with that director rather than with someone who is not a director, and that, in reaching such decision, the directors have balanced the advantage of employing the director against the disadvantages of so doing, including the loss of that director's services as a consequence of dealing with the director's conflict of interest;
 - 7.5 the reason for their decision is recorded in the minutes of that meeting;

7.6 the majority of the directors then in office have received no such payments.

8. With regard to clauses 6 and 7 above, the Company shall be deemed to include any company in which the Company holds more than 50% of the shares, or controls more than 50% of the voting rights attached to the shares, or has the right to appoint one or more directors to the Board of the company, and director shall be deemed to include any child, parent, grandchild, grandparent, brother, sister or spouse of the director or any person living with the director as his partner.
9. The liability of members is limited.
10. Every member of the Company undertakes to contribute such amount as may be required not exceeding £1 (one pound Sterling) to the Company's assets if it should be wound up while that person is a member or within one year after a member ceases to be a member, for payment of the Company's debts and liabilities contracted before a member ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
11. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be applied or transferred directly for the Objects, or to some other charitable institution or institutions or charity or charities having objects similar to the Objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 above, such institution or institutions or charity or charities to be determined by the members of the Company at or before the time of dissolution, and that if that cannot be done then to some other charitable education object.
12. True accounting records shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company, and, subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained, by one or more properly qualified auditor or auditors.
13. No business shall be undertaken by the Company other than in the furtherance of the Objects and the Company shall neither borrow moneys nor enter into commitments in excess of the funds which the Company has to repay such moneys or meet such commitments.
14. The Company shall not guarantee the liabilities of or indemnify any person save as provided for specifically by this Memorandum at clauses 4.18 and 4.19 and at Article 22.1 of the Articles of Association of the Company and then only to the least extent necessary to enable proper furtherance of the Objects.

THE COMPANIES ACTS 1985 AND 1989

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

ARTICLES OF ASSOCIATION

of

YORKSHIRE UNIVERSITIES

(Adopted by Special Resolution passed on 2 December 2003)

1. Interpretation

1.1 The Companies (Tables A to F) Regulations shall not apply to the Company.

1.2 In these Articles unless the subject or context otherwise requires:

- (a) all words importing the singular number only shall include the plural number and vice versa;
- (b) words importing the masculine gender only shall include the feminine gender and vice versa;
- (c) words importing persons shall include corporations and unincorporated associations.

1.3 In these Articles the words standing in the first column here below shall bear the meaning set opposite to them respectively, if not inconsistent with the subject or context:

"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
"address"	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;
"the Articles"	means the Articles of Association of the Company from time to time in force;
"associate member"	means the Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of an Associated Institution in the Yorkshire and the Humber region who is accepted as an associate member in accordance with article 4;
"Associated Institution"	means an institution whose Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of the institution in the Yorkshire and the Humber region is accepted as an associate member;

"clear days"	in relation to a period of notice means the period excluding the day when the notice is served and the day for which it is to take effect;
"the Company"	means the company intended to be regulated by these Articles;
"the Commission"	means the Charity Commissioners for England and Wales;
"the directors"	means the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company;
"Eligible Institution"	means the University of Bradford, the University of Huddersfield, the University of Hull, the University of Leeds, Leeds Metropolitan University, the University of Sheffield, Sheffield Hallam University, Trinity and All Saints College, the University of York, York St John College, and any other institution whose Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of the institution in the Yorkshire and the Humber region is accepted as a member in accordance with article 3.3;
"executed"	includes any mode of execution;
"General Meeting"	means the Annual General Meeting of the Company and any meeting convened as an extraordinary general meeting;
"in writing"	means written, printed, lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form;
"member"	a member of the Company whose name is entered in the Register of Members;
"the Memorandum"	means the Memorandum of Association of the Company from time to time in force;
"Office"	means the registered office of the Company;
"these Presents"	means these Articles of Association or any other articles of association from time to time adding to, replacing or amending these Articles of Association and any rules and bye-laws made in accordance herewith;
"the Seal"	means the common seal of the Company if it has one;
"Secretary"	means the secretary for the time being of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;
"Statutes"	means The Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
"the United Kingdom"	means the United Kingdom of Great Britain and Northern Ireland.

1.4 Subject as aforesaid, words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meanings in these Presents and any bye-laws, rules or regulations made hereunder.

2. Business

2.1 The Company is established for the purposes expressed in the Memorandum of Association.

2.2 Any branch or kind of activity which the Company either expressly or by implication is authorised to undertake may be undertaken by the directors at such time or times as it may consider expedient and further may be suffered by it to be in abeyance, whether such branch or kind of activity may have been actually commenced or not, so long as the directors may consider it expedient not to commence or proceed with the same.

2.3 The office shall be at such place in England and Wales as the directors shall from time to time appoint.

3. Membership

3.1 The members of the Company shall be those who under articles 3.2 and 3.3 are, for the time being, eligible to be members and who have not notified their wish not to be members, and those who are admitted to membership in accordance with article 3.4 and/or the rules made under article 23.

3.2 A person is eligible for membership if he is a Vice-Chancellor or Principal of an Eligible Institution or is the regional representative of the Open University for the Yorkshire and the Humber region.

3.3 Each Vice-Chancellor or Principal of an Eligible Institution and the regional representative of the Open University for the Yorkshire and the Humber region shall upon appointment be deemed to have become a member unless he notifies the Secretary in writing that he does not wish to become a member or that he wishes to cease to be a member.

3.4 A person who is the Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of another institution in the Yorkshire and the Humber region and who can demonstrate to the satisfaction of the members of the Company an interest in the Objects of the Company may be admitted to membership provided that the application for membership is approved by all the members.

3.5 The name and address of each person admitted to membership shall be entered on the Register of Members.

3.6 Membership is not transferable to anyone else.

3.7 Unless otherwise provided by the members in a particular case, a member shall cease automatically to be a member upon his ceasing to be eligible under article 3.2, 3.4 or 23.

3.8 The Company may by ordinary resolution of which special notice has been given in accordance with the Act and which is passed by a majority of two-thirds of all the members immediately prior to the passing of the said resolution entitled to vote and so doing resolve that a member shall cease to be a member in the event that the annual contribution due under article 5 is not paid within such period of time as may reasonably be allowed by the Company for such payment, notwithstanding anything in these Presents or in any agreement between the Company and such member.

4. Associate members

4.1 A person who is the Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of an institution in the Yorkshire and the Humber region and who can demonstrate to the satisfaction of the members of the Company an interest in the Objects of the Company may be accepted as an associate member, provided that the application is approved by all the members.

4.2 Associate members may have all the rights and privileges and obligations of membership of the Company except those of the rights of attendance and voting at a meeting of the Company and the obligation to comply with the provisions of clause 8 of the Memorandum.

4.3 The precise terms and conditions of associate membership shall be determined by the board of directors in accordance with article 23 but shall be approved by all the members.

- 4.4 The name and address of each person who is accepted as an associate member shall be entered on the Register of Members as an associate member.
- 4.5 Associate membership is not transferable to anyone else.
- 4.6 Unless otherwise provided by the members in a particular case, an associate member shall cease automatically to be an associate member upon his ceasing to be the Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of an Associated Institution in the Yorkshire and the Humber region, but such other person who is appointed so to act shall then become eligible to be an associate member unless he notifies the Secretary in writing that he does not wish to be an associate member.
- 4.7 The board of directors may resolve that an associate member shall cease to be an associate member in the event that the annual contribution due under article 5 is not paid within such period of time as may reasonably be allowed by the Company for such payment.

5. Subscriptions

- 5.1 In each year the Company in General Meeting shall fix the subscription or subscriptions to be paid by each Eligible Institution whose Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of the institution in the Yorkshire and the Humber region is a member of the Company, and by each Associated Institution whose Vice-Chancellor or Principal or Chief Executive or person who has the primary responsibility for the academic and executive affairs of the institution in the Yorkshire and the Humber region is accepted as an associate member of the Company.
- 5.2 The Company shall not impose a subscription or subscriptions which is or are higher than that or those recommended by the board of directors.
- 5.3 On the recommendation of the board of directors the Company in General Meeting may decide not to levy any subscription or subscriptions in any year with regard to all or any of the members or associated members.

6. Effect of Memorandum and Articles

- 6.1 Any member or associate member of the Company shall be deemed to have agreed to be bound by the Memorandum of Association of the Company and these Presents and any rules and bye-laws made in accordance therewith.

7. General meetings

- 7.1 The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Subject as hereinbefore provided, the Annual General Meeting shall be held at such time and place as the directors shall agree.
- 7.2 The directors may convene a General Meeting at any time, and General Meetings shall also be convened on the requisition of one tenth of the voting members, for a date which is in any case not later than seven weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a General Meeting, any director or member of the Company may call a General Meeting.
- 7.3 At least twenty-one clear days' notice in writing of every Annual General Meeting and of every General Meeting convened to pass a special resolution, and at least fourteen clear days' notice in writing of every other General meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given to each member, the directors and the auditors and to such other persons as are under these Presents or under the Statutes entitled to receive such notices from the Company, save that with the consent of all the members of the Company, or of such proportion of them as is prescribed by the Statutes in the case of meetings other than Annual General Meetings, a General Meeting may be convened by such notice as those members may think fit.

- 7.4 In the case of an Annual General Meeting, the notice shall specify the meeting as such.
- 7.5 The accidental omission to give notice of a meeting to, or the non-receipt of such notice of meeting by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding held at any meeting.

8. Proceedings at General Meetings

- 8.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business and the said business has been duly notified to the members in the agenda for the meeting sent to members not less than fourteen clear days prior to the date of the meeting. One half of the persons entitled to vote upon the business to be transacted, each being a member or a duly authorised representative of a member, shall constitute a quorum.
- 8.2 If a quorum is not present within half an hour from the time appointed for the holding of a General Meeting, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the directors may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members then present shall constitute the quorum for that meeting.
- 8.3 The chair, if any, of the directors shall preside as chair at every General Meeting.
- 8.4 If there is no director holding the office of chair, or if the director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the director holding the office of deputy chair shall preside over that meeting. If there is no director holding the office of deputy chair, or if the director holding it is unwilling to preside in place of the chair or is not present within fifteen minutes after the time appointed for the meeting, the directors present shall elect one of their number to be chair of that meeting, and, if there is only one director present and willing to act, he shall be chair. If there is no director present or willing to act as chair, then the members present shall elect one of their number to be chair of the meeting.
- 8.5 A director shall, as long as he is a member or a representative of a member, be entitled to attend and speak at any General Meeting. Other directors shall attend General Meetings at the direction of the members and as the members shall decide from time to time.
- 8.6 The chair may, with the consent of a General 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 clear days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 8.7 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on, the declaration of the result of the show of hands a poll is demanded:
- 8.7.1 by the chair; or
- 8.7.2 by at least two persons being members or representatives of members having the right to vote at the meeting; or
- 8.7.3 by a member or members or a representative or representatives of members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 8.8 Unless a poll is duly demanded a declaration by the chair that a resolution has on a show of hands 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 such resolution.

- 8.9 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 8.10 Except as provided in article 8.12, if a poll is duly demanded, it shall be taken in such a manner as the chair directs and 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 shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to any other vote he may have.
- 8.12 A poll demanded on the election of a chair or on a question of any adjournment shall be taken forthwith. 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 clear days after the poll is demanded. The demand for a poll shall not prevent 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.
- 8.13 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 other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 8.14 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it had it been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
- 8.15 The board of directors shall be entitled to invite to attend any General Meetings associate members, representatives of associate members, other representatives of members, and such other persons as it shall deem appropriate, but a person so invited shall not have a vote.

9. Votes of members at General Meetings

- 9.1 Subject to articles 8.11, 9.2 and 9.3 each member shall have one vote, and only members shall be entitled to vote.
- 9.2 No member shall be entitled to vote at any General Meeting or at any adjourned meeting unless all moneys then payable to the Company (pursuant to any rules or bye-laws made by the directors under article 23 or otherwise) by that member or by the Eligible Institution or institution of that member have been paid.
- 9.3 A member of the Company may as he shall think fit nominate a senior officer of that member's Eligible Institution, or in the case of the regional representative of the Open University for the Yorkshire and the Humber region the regional representative of the Open University for the Yorkshire and the Humber region may so authorise a senior colleague of the Open University within the region, to act as his representative at any meeting of the Company, and the person so nominated shall be entitled to exercise the same powers on behalf of the member which he represents as the member is entitled to exercise.
- 9.4 The instrument appointing a representative of a member shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. The instrument appointing a representative and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited with the Secretary before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote 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.

- 9.5 An instrument appointing a representative shall be in such written form as the directors shall from time to time prescribe or from time to time allow. A duly appointed representative may continue to represent that particular member until written notice to the contrary is received by the Company.
- 9.6 Any notice given to the Company will be conclusive evidence either that a representative is entitled to represent a member or that his authority has been revoked, and the Company shall not be required to consider whether a representative has been properly appointed by the member.
- 9.7 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.
- 9.8 A vote given or poll demanded by a member or the duly authorised representative of a member 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 Company at the office 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.
- 9.9 Subject to the provisions of the Statutes, a resolution in writing signed by all the members for the time being entitled to receive notice of and vote at General Meetings (which resolution may consist of several documents in the like form each signed by one or more such members) or a resolution to which every member has signified his acquiescence in writing or by fax shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

10. Directors

- 10.1 The number of directors shall not be less than three but shall not, unless otherwise determined by ordinary resolution, be subject to any maximum.
- 10.2 The directors at the date of adoption of these Articles shall be the existing directors.
- 10.3 No person shall be appointed as a director at any General Meeting or otherwise unless:
- 10.3.1 that person is an individual person and has attained the age of 18 years;
 - 10.3.2 had that person already been a director, that person would not have been disqualified from acting under the provision of Article 10.6; and
 - 10.3.3 the proposed director is a member of the Company.
- 10.4 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director to fill a vacancy or as an additional director.
- 10.5 The directors shall not be liable to retire by rotation.
- 10.6 A director shall cease to hold office if:
- 10.6.1 he shall cease to be a member of the Company;
 - 10.6.2 he ceases to be a director by virtue of any provisions of the Statutes or he becomes prohibited by law from being a director; or
 - 10.6.3 he is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision; or
 - 10.6.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 10.6.5 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or

- 10.6.6 he resigns his office by notice in writing to the directors (but only if after resignation from the office of director at least two directors will remain in office when the notice of resignation is to take effect); or
- 10.6.7 he is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that that director's office be vacated.
- 10.7 In the event that any director ceases to act in accordance with articles 10.6.3 or 10.6.4 or is removed from office pursuant to article 10.8, he shall immediately forthwith cease to be a member of the Company.
- 10.8 The Company may by ordinary resolution of which special notice has been given in accordance with the Act and which is passed by a majority of two-thirds of all the members immediately prior to the passing of the said resolution remove any director notwithstanding anything in these Presents or in any agreement between the Company and such director.
- 10.9 The directors shall have the power at any time and from time to time (subject to the provisions for eligibility of directors contained herein) to appoint any person to be a director to fill a vacancy under the terms of article 10.1.
- 11. Powers of directors**
- 11.1 A director shall act in the interests of the Company and not as a representative of an Eligible Institution or the Open University.
- 11.2 Subject as provided in these Presents the business of the Company shall be managed by the directors who may do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or these Presents required to be exercised and done by the Company in General Meeting, subject nevertheless to any regulations contained in or made pursuant to these Presents and to such regulations, being not inconsistent with the aforesaid regulations, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the directors which was valid at the time it was done or made.
- 12. Directors' expenses**
- 12.1 No director shall be entitled to any remuneration for his services as a director, but a director may be paid all reasonable travelling and other expenses properly incurred by him in connection with his attendance at meetings of the board of directors or general meetings or otherwise in connection with the discharge of his duties, with the agreement of all the other directors.
- 13. Directors' appointments**
- 13.1 The directors may appoint one or more of their number to any unremunerated executive office of the Company (which for the avoidance of doubt shall include the position of Secretary). Any such appointment may be made upon such terms as the directors determine.
- 13.2 Except to the extent permitted by the Memorandum and the Articles, no director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a director in any other contract to which the Company is a party.
- 13.3 Any appointment of a director to an executive office shall terminate if he ceases to be a director.
- 14. Proceedings of directors**
- 14.1 Subject to the provisions of these Presents, the directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 14.2 A director may not appoint an alternate director or anyone to act on his behalf at meetings of the directors.

- 14.3 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.
- 14.4 A director may, and the Secretary at the request of a director shall, call a meeting of the directors. Notice of every meeting of the directors shall be given to each director. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes on a show of hands. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 14.5 The quorum for the transaction of the business of the directors may be fixed by the directors, but shall not be less than two or the number nearest to one third of the total number of directors holding office for the time being, whichever is the greater. A meeting of the directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the directors generally. A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.
- 14.6 The directors may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a General Meeting.
- 14.7 The board of directors shall appoint one of their number to be the chair of directors' meetings and that director shall remain chair subject to the provisions of articles 10.6, 10.8 and 14.9. Unless unwilling so to do, the director so appointed shall preside at every meeting of directors at which the director is present.
- 14.8 The board of directors shall appoint one of their number to be the deputy chair of directors' meetings and that director shall remain deputy chair subject to the provisions of articles 10.6, 10.8 and 14.9. Unless unwilling so to do, the director so appointed shall preside at every meeting of directors at which the director is present and at which the chair is not present.
- 14.9 A director shall cease to hold office as chair or deputy chair of directors' meetings if that director is removed from that office by a resolution passed by a majority of two-thirds of all the directors in office immediately prior to the passing of the said resolution (rounded up to the nearest whole number).
- 14.10 If there is no director holding the office of chair, or if the director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the deputy chair shall preside over that meeting. If there is no director holding the office of deputy chair, or if the director holding it is unwilling to preside in place of the chair or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chair of that meeting.
- 14.11 The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the Articles or delegated to him by the directors.
- 14.12 In the event of the resignation of the chair during the Term of Office, for the remainder of such Term of Office, the role of chair shall be adopted by the deputy chair, and a new deputy chair shall be appointed by the directors.
- 14.13 The directors shall hold a minimum of two board meetings in every year. Insofar as is practicable, these meetings should be held regularly and spread evenly throughout each year.
- 14.14 A register of interests of the directors will be kept, and all meetings of the board of directors will include a requirement for directors to declare any interest in the decisions of the board of directors.
- 14.15 A director shall not vote in respect of any contract or arrangement in which he is interested or any other matter arising thereout, and, if he does vote, his vote shall not be counted. For the purposes of this article a director shall be deemed not to be interested in any contract or arrangement or any matter arising thereout if his interest therein arises solely by virtue of his being an officer of an Eligible Institution or the Open University or a member of a company in which he holds beneficially not more than one hundredth part of the capital.

14.16 The directors may appoint one or more sub-committees consisting of two or more directors for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the directors would be more conveniently undertaken or carried out by a sub-committee, provided that:

14.16.1 the terms of reference of such sub-committee shall be recorded in the minutes;

14.16.2 all acts and proceedings of any such sub-committee shall be fully and promptly reported to the directors;

14.16.3 the directors may impose conditions when delegating, including the conditions that the relevant powers are to be exercised exclusively by the committee to whom they delegate, and that no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the directors;

14.16.4 the directors may revoke or alter a delegation.

14.17 Subject to the provisions in these Presents, the directors may establish standing or other committees, task or advisory groups and working parties (comprised of directors and/or other persons as the directors see fit) to fulfil advisory, administrative or management roles. Any committee, task or advisory group or working party so formed shall conform to any regulations imposed on it by the directors.

14.18 All acts bona fide done by a meeting of the directors, or of a sub-committee of directors constituted pursuant to Article 14.16, or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment or continuance in office of any directors or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had duly continued in office as a director and had been entitled to vote.

14.19 Subject to the provisions of the Statutes, a resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of directors or of a sub-committee constituted pursuant to Article 14.16 (which resolution may consist of several documents in the like form each signed by one or more such directors) or a resolution to which every director has signified his acquiescence in writing or by fax shall be as valid and effective as if the same had been passed at a meeting of the directors or (as the case may be) such a sub-committee duly convened and held.

14.20 Any bank account in which any part of the assets of the Company is deposited shall be operated in accordance with the instructions of the directors and shall indicate the name of the Company.

14.21 Observers may attend the meetings of the board of directors subject to approval by the board of directors.

14.22 No alteration of the memorandum or these Presents or any special resolution shall have retrospective effect to invalidate any prior act of the directors or of a sub-committee constituted pursuant to Article 14.16.

15. Patrons

15.1 The members may nominate and directors may appoint such nominated patrons who shall hold office on such terms and undertake such functions as the directors shall from time to time determine.

16. Secretary

16.1 Subject to the Statutes, the directors shall have the power to appoint for such term, at such remuneration (if not a director) or none and upon such conditions as they may think fit, and from time to time remove, the Secretary. The directors may from time to time or at any time appoint a person to act temporarily as substitute for the Secretary for the time being of the Company, and any person so appointed shall while so acting be deemed for all purposes to be the Secretary.

17. Minutes

- 17.1 The directors shall cause proper minutes to be made of all appointments of the officers of the Company and of the proceedings of the Company and of the directors and of committees of members or directors, including the names of those present at each such meeting, the decisions made at the meetings and, when appropriate, the reasons for the decisions.

18. The Seal

- 18.1 The directors shall provide for the safe custody of the Seal and such Seal shall not be affixed to any deed or document except by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or a second director, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

19. Accounts

- 19.1 The directors shall cause accounting records of the Company to be kept in accordance with the Statutes.
- 19.2 Accounting records shall be kept at the Office, or subject to the Statutes at such other place or places as the directors shall think fit, and shall always be open to the inspection of the directors and the members.
- 19.3 The financial year of the Company shall end on 31st July in each year and at the next following Annual General Meeting the directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account together with a proper balance sheet made up as at the same date. The accounts shall be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 19.4 Every such annual balance sheet shall be accompanied by proper reports of the directors and the auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirement by law to be annexed or attached thereto or to accompany the same) shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of the Statutes, be sent to the auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The auditors' report shall be open to inspection and be read before the meeting, as required by the Statutes.
- 19.5 The directors shall comply with the requirements of the Charities Act 1993 with regard to the transmission of the statements of account to the Company, the preparation of an annual report and its transmission to the Commission, and the preparation of an annual return and its transmission to the Commission.

20. Audit

- 20.1 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
- 20.2 Auditors shall be appointed and their duties regulated in accordance with the Statutes.

21. Notices

- 21.1 Any notice to be served to or by any person pursuant to these Presents, except a notice calling a meeting of the directors, shall be served either in writing or using electronic communications.
- 21.2 The Company may serve any notice upon any member or associate member either personally or by sending it through the post in a prepaid envelope or by facsimile addressed to the member or associate member at his address as appearing in the Register of Members or by leaving it at such address, or by serving it using electronic communications to such address.

- 21.3 Any member or associate member described in the Register of Members by an address not within the United Kingdom who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Statutes, only those members and associate members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Company.
- 21.4 A member or associate member who does not register an address with the Company shall not be entitled to receive any notice from the Company.
- 21.5 A member or associate member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 21.6 Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, stamped and posted. A notice, if served by facsimile, shall be deemed and proved to have been served at the time at which there is confirmation that it had been sent. A notice, if served by electronic communication, shall be deemed and proved to have been served if such electronic communication is sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators.
- 21.7 Any notice or other document which pursuant to these Presents is required to be served by any member or associate member on the Company or Secretary or any other officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to the directors or to the Secretary or other officer of the Company, as the case may be, at the Office.

21. Dissolution

- 21.1 Clause 9 of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Presents.

22. Indemnity

- 22.1 Subject to the Statutes, every director, the Secretary and any other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him acting in such capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- 22.2 The directors shall have power to resolve pursuant to clause 4.18 of the Memorandum to effect Indemnity Insurance notwithstanding their interest in any such policy.

23. Rules

- 23.1 The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership and in particular, but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- 23.1.1 the admission and classification of members and associate members of the Company and the rights and privileges of such members and associate members, and the conditions of membership and associate membership and the terms on which members and associate members may resign or have their membership or associate membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members and associate members;
- 23.1.2 the conduct of members of the Company in relation to one another, and to the Company's employees;

23.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

23.1.4 the procedure at General Meetings and meetings of the directors and sub-committees constituted pursuant to Article 14.16 in so far as such procedure is not regulated by the Act or these Presents;

23.1.5 generally, all such matters as are commonly the subject matter of such company rules.

23.2 The Company in General Meeting shall have power to alter, add to or repeal the rules or bye laws and the directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye laws, which shall be binding on all members and associate members provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or these Presents.

24. Changes to the Memorandum and these Presents

24.1 The Company in General Meeting shall have the power to make such changes as it requires to the Memorandum and/or these Presents, provided that such changes are supported by a 75% majority of those members entitled to vote and so doing.

ANNUAL GENERAL MEETING

YORKSHIRE UNIVERSITIES

(3467035)

Minutes of the Sixth Annual General Meeting

Held on Tuesday 2nd December 2003

Room H/G19, Heslington Hall, University of York

Present:

Professor Diana Green	Sheffield Hallam University (in the Chair)
Professor Chris Taylor	University of Bradford
Professor Howell Lloyd	University of Hull (for Professor Drewry)
Professor John Tarrant	University of Huddersfield
Professor David Hogg	University of Leeds (for Professor Wilson)
Professor Simon Lee	Leeds Metropolitan University
Professor Peter Fleming	University of Bradford (for Professor Boucher)
Professor Brian Cantor	University of York
Professor David Maughan Brown	York St John College (for Professor Willcocks)

In Attendance:

Mr Michael Noble	Chief Executive Officer
Mr Stefan Sykes	Finance and Projects Officer
Mr Mark Hill	Company Accountant
Mr Nick Berry	Open University
Professor Colin Mellors	University of Bradford/Yorkshire Forward

Apologies:

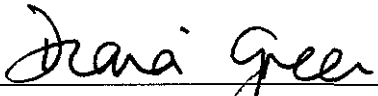
Professor David Drewry	University of Hull
Professor Sir Alan Wilson	University of Leeds
Professor Bob Boucher	University of Sheffield
Dr Michael Coughlan	Trinity & All Saints College
Professor Dianne Willcocks	York St John College
Ms Michelle Duxbury	Company Secretary

Minutes of the Previous Meeting The Minutes of the Fifth Annual General meeting held on 11 December 2002 were received and approved.

Reports and Accounts: The report of the directors and the dormant accounts for the year ended 31 July 2003 were received and adopted.

Auditors: Messrs PKF were appointed as auditors for 2003-04 at a remuneration to be agreed by the Board.

Revised Memorandum & Articles It was resolved as a special resolution
THAT: the revised Memorandum and Articles for the Company be adopted.


Chairman


Date