

Company No: 03644723

**The Companies Act 2006
Company Limited by Guarantee
Resolution in Writing
of
AQA Education
(the Company)**

Passed on: 02/10/2019

By a written resolution agreed to in accordance with Chapter 2 of Part 13 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolution of the Company was duly passed:

As a special resolution:

That the Articles of Association, in the form attached to this resolution, be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Memoranda of Association and Articles of Association of the Company.

Signed

Chair of AQA



Dated 02/10/2019

THURSDAY



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10/10/2019

#256

COMPANIES HOUSE

Minutes

Title: Extraordinary General Meeting of the Members of AQA Education
Date: Wednesday 2 October 2019
Trustees: Justin Van Wijngaarden (in the Chair), Philippa Hird, Elizabeth Kitcatt, Sue Moore, Martin Turner, Sir Michael Griffiths, Gren Jackson, Nadeem Kiyani, Jonathan Phillips, Mariann Rand-Weaver, Jan Smith
Staff: (AQA) Alison Dalton, Roderic Gillespie, Emily Jones, Lisa Pearl, Toby Salt, Alex Scharaschkin, Nick Stevens, Roy Strachan, Michael Turner
Minutes: Helen Pownall

UNCONFIRMED

- 1 Apologies for absence were received from (Members and Trustees) Mark Bramwell, Mike Nicholson, Mark Bedlow and (Staff) David Shaw..
- 2 **Notice of meeting**
It was noted that due notice of the Extraordinary General Meeting had been given on 2 September 2019.
- 3 The minutes of the Extraordinary General Meeting held on 13 March 2019 were proposed by Justin van Wijngaarden and formally adopted by the Members/Trustees.
- 4 **Purpose of Meeting**
 - 4.1 The Chair reported that the purpose of the meeting was to consider and, if thought fit, to recommend to the members of the Company that the Company should adopt new articles of association (Articles).
 - 4.2 The Chair reminded the Trustees of the rationale for the above proposals. In addition, the Chair reminded the Trustees of their statutory duty to promote the success of the Company for the benefit of its members (both in relation to the approval of the above change and generally) as set out in at section 172 (1) of the Companies Act 2006.
- 5 **Declaration of Interests**
Each Trustee had confirmed that they had no interest which they were under a duty to disclose in accordance with section 182 of the Companies Act 2006 in any transaction or arrangement or section 177 of the Companies Act 2006 in any proposed transaction or arrangement with the Company which were to be considered at the meeting.
- 6 **Documents Produced to the Meeting**
 - 6.1 The following documents were produced to the meeting and carefully considered by the Trustees:
 - the Articles; and
 - a written resolution of the Company members proposing the approval and adoption of the Articles (Written Resolution).each a **Document**, together the **Documents**.

6 Articles

- 6.1 It was reported that the Company was proposing to adopt the Articles in substitution for the Company's existing articles of association and memorandum of association.
- 6.2 It was noted that the Company had sought legal advice on its existing constitution, being the Company's memorandum of association and articles of association. The advice confirmed that since 1st October 2009 the Company's memorandum of association became a document of purely historical significance. All constitutional provisions that are contained within the memorandum prior to this date are deemed to automatically form part of the articles pursuant to section 28 Companies Act 2006 (the "Advice").
- 6.3 On the basis of the Advice, it was decided to amend the constitution of the Company to incorporate both the existing articles of association and memorandum of association into one document (along with some limited changes to the administrative provisions of the articles) namely, the Articles. The reasoning behind this change is that whilst the memorandum is legally deemed to form part of the articles, it makes sense from an organisational perspective to adopt the Articles to practically reflect this.

7 Written Resolution

- 7.1 Following consider of the Advice and the Articles, including consideration of the matters referred to in s.172(1) of the Companies Act 2006, IT WAS RESOLVED to recommend to the members of the Company that the Articles be adopted in substitution for the existing articles of association and memorandum of association of the Company.
- 7.2 The Secretary was instructed to send a copy of the Written Resolution to the members of the Company for their signature, with a copy to the auditors of the Company for their information.
- 7.3 The meeting was adjourned so that copies of the Written Resolution could be sent to the members of the Company for approval.
- 7.4 The meeting was then resumed, whereupon it was noted that the Written Resolution had been approved by the members of the Company.

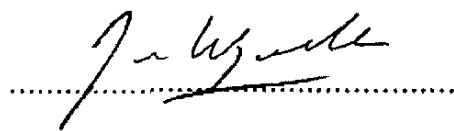
8 Filings

the Secretary was instructed to arrange to file the following documents with Companies House:

- 8.1.1 a print of the Written Resolution; and
8.1.2 the Articles.

9 Close of Meeting

There being no further business, the meeting was declared closed.


.....
Chair

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

ARTICLES OF ASSOCIATION

OF

AQA EDUCATION

(amended by special resolution dated 27 October 2009)

(amended by Special Resolution dated 22 February 2012)

(name changed by Special Resolution 1 October 2012)

(amended by Special Resolution 11 July 2014)

(amended by Special Resolution on 13 March 2019)

(amended by special resolution on 2 October 2019)

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

ARTICLES OF ASSOCIATION

OF

AQA EDUCATION

1 Definitions

1.1 In these Articles.

"AEB" means the Associated Examining Board, which was a company limited by guarantee and not having a share capital registered in England with company number 792094 and whose registered office was at Stag Hill House, Guildford, Surrey GU2 5XJ prior to dissolution on 18/01/2011;

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

"Articles" means these articles of association and reference to an **"Article"** is to the relevant article of these Articles;

"Audit and Risk Committee" means a committee appointed pursuant to Article 19 and that has powers delegated to it by the Board of Trustees from time to time and which may include powers in respect of the Company's financial statements, external auditor, internal controls and risk management;

"Board of Trustees" (the **Board**) means the Trustees of the Company or such number of them as is required to constitute a quorate Board meeting in accordance with Article 11,

"Charities Act" means the Charities Act 2011,

"Chair" means the chair for the time being of the Board of Trustees appointed pursuant to Article 16;

"Charity Trustee" means a charity trustee as defined in section 177 of the Charities Act,

"Company" means the AQA Education;

"City & Guilds" means City & Guilds of London Institute incorporated by Royal Charter with its principal place of business at 1 Giltspur Street, London EC1A 9DD;

"Committee Chairs Group" means a committee appointed pursuant to Article 19 and that has powers delegated to it by the Board from time to time;

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

"Chief Executive Officer" means the Chief Executive Officer for the time being of the Company appointed pursuant to Article 17;

"Director" means a director of the Company. The Directors are deemed to be Charity Trustees.

"Executive Team" means the senior managers chosen by the Chief Executive Officer from time to time to sit on an executive board;

"Finance Committee" means a committee appointed pursuant to Article 19 and that has powers delegated to it by the Board from time to time and which may include powers in respect of the Company's financial operations and strategy;

"Governance Committee" means a committee appointed pursuant to Article 19 and that has powers delegated to it by the Board;

"Member" means a person who is admitted to membership in accordance with the Articles¹;

"NEAB" means The Northern Examinations and Assessment Board, which was a company limited by guarantee and not having a share capital registered in England with company number 2725082 and registered office at Devas Street, Manchester M15 6EX prior to dissolution on 18/01/2011;

"Relevant Acts" means the Act and every other act for the time being having the force of law in England concerning companies and affecting the Company;

"Trustee" means a person appointed as a trustee of the Company in accordance with Article 8;

"Awarding Body" means an awarding body accredited by the relevant regulatory authorities to offer GCE, GCSE and applied general examinations;

"United Kingdom" means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; and

"Vice Chair" means the vice chair for the time being of the Board appointed pursuant to Article 16.

1.2 In these Articles reference to an entity shall include a person, body corporate,

¹ AQA is a company limited by guarantee. In a company limited by guarantee there are no shareholders, instead the company has one or more Members. Members of AQA have voting rights and agree to guarantee the liabilities of the Company if it is wound up to a set nominal amount of £1.00 (see Articles 5, 7, 14, 15, 22).

unincorporated association or partnership, as applicable.

- 1.3 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended or re-enacted.
- 1.4 The rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other", "includes", "including" and "in particular" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2 Objects

- 2.1 The objects for which the Company is established are generally to advance the education for the benefit of the public including, without limitation, by the preparation, validation, *accreditation, conduct and administration of:*
 - 2.1.1 examinations for the award of General Certificate of Education, General Certificate of Secondary Education and General National Vocational Qualification or such other certificate or certificates as may be substituted for them; and
 - 2.1.2 any other tests, examinations or other systems of assessing and recording academic or other achievement.
- 2.2 Nothing in these Articles shall authorise an application of the property of the Company for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word 'charitable' or the words 'charitable purposes' in force in any part of the United Kingdom.

3 Powers

- 3.1 In furtherance of its objects, the Company shall have the following powers which it may exercise either alone or in conjunction with other organisations having the same or similar objects:
 - 3.1.1 to receive the property and assets of and assume the business and liabilities of each of AEB and NEAB for the purpose of carrying out the objects previously carried out by AEB and NEAB;
 - 3.1.2 to carry on the business of General National Vocational Qualifications formerly carried on by City & Guilds;
 - 3.1.3 to determine the conditions in relation to the admissibility of candidates in respect of age or other particulars subject to such conditions or regulations as may be determined by the Secretary of State for Education and Employment or any successor department or by any other relevant authority or body;
 - 3.1.4 to ensure, so far as is reasonably possible, that the standards of its awards are consistent from year to year and comparable with those of other bodies awarding certificates following similar examinations or systems of assessment to those of the Company;
 - 3.1.5 to issue certificates showing the standards achieved by successful candidates in accordance with conditions specified from time to time by the Qualifications and Curriculum Authority (QCA) or any successor body or any other relevant authority or body;

- 3.1.6 to ensure that effective arrangements exist for the consideration of representations received from centres, other educational establishments, candidates, local education authorities and other persons or bodies affected by or concerned with its examinations;
- 3.1.7 to provide such information regarding its activities as it thinks fit to persons or bodies affected by or concerned with its examinations;
- 3.1.8 to conduct research into methods of examining, assessment and such other educational matters as the Company may from time to time determine;
- 3.1.9 to promote the participation of practising teachers in fulfilling the objects of the Company through such arrangements as the Company shall determine;
- 3.1.10 to develop and publish such syllabuses, examination papers and other documents as the Company may think desirable for the promotion of its objects;
- 3.1.11 to provide assistance to, co-operate with and enter into arrangements with the Secretary of State, the QCA (or any successor body), any local education authority, and any body, institution, establishment or authority whether national, local or otherwise necessary for the attainment of any or all of the objects of the Company;
- 3.1.12 to act as an advisory body on qualifications offered for university entrance purposes and as a validating body for university access courses;
- 3.1.13 to ensure that all existing examinations for the award of General Certificate of Education, General Certificate of Secondary Education and General National Vocational Qualification which had been approved and published by AEB, City & Guilds and NEAB shall be offered by the Company for such time as the Company shall determine;
- 3.1.14 to the extent permitted by law, to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of performance of their duties as may be thought fit;
- 3.1.15 to raise funds by examination fees and to obtain, accept and receive such other funds by such means as it shall from time to time determine;
- 3.1.16 to print, publish or otherwise disseminate (whether in written, visual or machine readable form), with or without charge, any newspaper, periodical, book, brochure, syllabus, specification, examination paper, leaflet or other form of literature, information or document and broadcast, televise and to make and issue or otherwise to show films and videotapes and other media that the Company may think desirable for the promotion of its objects;
- 3.1.17 to issue appeals, hold public meetings, lectures, exhibitions and entertainments and to take all such other steps as may be necessary for the purpose of promoting and publicising the objects of the Company or procuring contributions to its funds in the form of donations, subscriptions covenants and otherwise;
- 3.1.18 to accept financial assistance provided by any external organisation;
- 3.1.19 to take any gift of real or personal property, whether subject to any special trust or not, for any of the objects of the Company;
- 3.1.20 subject to such consents if any as may be required by law to borrow and raise money for the purposes of the Company in such manner and on such reasonable terms and on such security as the Company may think fit;

- 3.1.21 to incur such expenditure as it shall consider necessary in carrying out its duties and attaining its objects;
- 3.1.22 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.1.23 to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may deem necessary for any of the purposes of the Company;
- 3 1 24 to purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trademarks, and service marks (whether registered or not), copyright, design right or any similar property rights which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly to benefit the Company and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same, for any purpose whatsoever which the Company may consider is calculated directly to give effect to its objects,
- 3.1.25 to construct maintain and/or alter any buildings or works acquired or to be acquired for any of the purposes of the Company;
- 3 1 26 subject to such consents if any as may be required by law, to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property or assets of the Company;
- 3.1.27 to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly to advance the Company's interests;
- 3.1.28 to purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which this Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the objects of the Company;
- 3 1 29 to form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to enter into partnerships or into any arrangements for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person, body or company for the purpose of carrying on business within any of the objects of the company;
- 3.1 30 to appoint such committees as it considers necessary and delegate thereto power to act on its behalf provided that the action and proceedings of any such committees shall be fully and promptly reported to the Company except in such instances where a specific delegated decision-making function is allocated to those present or by resolution of the company;
- 3.1.31 to appoint suitable officers and other staff for the proper exercise of its functions;
- 3 1 32 to undertake obligations of every description and grant indemnities in relation to contractual obligations entered into by it;
- 3 1 33 to make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments or payment orders and receive money on deposit or loan;

- 3.1.34 to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company;
- 3.1.35 to provide pensions and other benefits on retirement or death to any persons who are, or who have been employed by the Company, and to the spouses, relatives and dependents of such persons, and set up, establish, support, maintain and contribute to superannuation and other funds or schemes (whether contributory or non-contributory) for the said purposes;
- 3.1.36 to make loans or donations, either of cash or of other assets whatsoever to or enter into any arrangement whatsoever for the benefit of such persons and in such cases as the Company may think directly conducive to any of its objects or otherwise expedient;
- 3.1.37 to obtain or support any proposal for any provision or other regulation, bye-law, order or Act of Parliament of the United Kingdom or in any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly to prejudice the Company's interests or the interests of any other person or company;
- 3.1.38 to appoint any person or persons, firm or firms, company or companies to be the agent or agents of the Company and to act as agents, managers, secretaries, contractors or in a similar capacity;
- 3.1.39 to insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance;
- 3.1.40 to guarantee and become or give security for the performance of contracts and obligations by an organization if such action is directly in furtherance of the objects of the company;
- 3.1.41 to take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do any other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;
- 3.1.42 to do all or any of the above things in any part of the world and either as principals, agents, attorneys, contractors, trustees, or otherwise, and either alone or in conjunction with others;
- 3.1.43 to do all such other lawful things as are incidental to the attainment of the above objects.
- 3.1.44 to provide indemnity insurance to cover the liability of the Trustees which by virtue of the rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company.

3.2 Provided that

- 3.2.1 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 3.2.2 the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employees which would make it a trade union;
- 3.2.3 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 such authority, approval or consent as may be required by law, and as regards any such property the Trustees shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court or the Charity Commissioners over such Trustees but it shall as regards any such property be subject to such control or authority as if the Company were not incorporated.

4 Application of income and property

- 4.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and, unless the prior written consent of the Charity Commission has been obtained no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit to any Trustee and, save as permitted under section 185 of the Charities Act 2011, no Trustee shall be appointed to any office of the Company paid by salary or fees (save that the Chief Executive Officer of the Company may be appointed as a Trustee) or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing in this document shall prevent the transfer or payment, in good faith, by the Company:
 - 4.1.1 to pay an honorarium to the Chair with the consent of the Charity Commission, (consent must be obtained every time a new chair is appointed);
 - 4.1.2 of reasonable and proper remuneration for any services rendered to the Company by any officer or servant of the Company who is not a Trustee;
 - 4.1.3 of the salary and benefits properly payable to the Chief Executive Officer of the Company solely relating to and arising from his position as Chief Executive Officer (for the avoidance of doubt no remuneration or other benefit shall be paid to the Chief Executive Officer in relation to his position as Trustee);
 - 4.1.4 of interest on money lent by any Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published lending rate of a clearing bank to be selected by the Trustees;
 - 4.1.5 of reasonable and proper rent for property conveyed or let by any Trustee;
 - 4.1.6 to any Trustee of reasonable out of pocket expenses incurred in that Trustee's capacity as such; or
 - 4.1.7 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to

be a breach of trust or breach of duty or which was committed by the Trustees in the reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company.

5 Winding up

- 5.1 Every Trustee undertakes to contribute to the assets of the Company in the event of the Company being wound up while such person is a Trustee, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before that Trustee ceases to be a Trustee, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one pound.
- 5.2 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 Trustees (except to the extent that they satisfy the following provisions of this article 5.2), but shall be given or transferred to some other charity or charities having objects similar to the objects of the Company which prohibits the distribution of its or their income and property to an extent at least as great as imposed on the Company by article 2, chosen by the Trustees at or before the time of dissolution and if that cannot be done then to some other charitable object.

6 Trustees

The Trustees shall constitute both the Members and the Directors of the Company for the purposes of the Relevant Acts.

7 Liability of Members

- 7.1 The liability of each Member is limited to £1.00, being the amount that each Member undertakes to contribute to the assets of the Company in accordance with Article 5.1.

8 Appointment and removal of Trustees

- 8.1 The aim shall be to maintain membership of the Board at a minimum of 14 Trustees, with flexibility to exceed this number, temporarily, to allow for handovers and transition between new and departing Members.
- 8.2 The Company shall recruit for specialist skills and expertise through a combination of recruitment agencies, media and voluntary sector websites. Appointments will be made through the Nominations Committee who will make recommendations the Board.
- 8.3 Sector representation will be maintained to safeguard the integrity of the Board and ensure that the business focus is balanced with our charitable aims. The Nominations Committee will have the freedom to encourage applications from the sources it feels appropriate.
- 8.4 The Board and Committees may propose individuals for consideration as Trustees and Committee members; the Nominations Committee shall have regard to these proposals, alongside the skills needed and appropriate succession planning, in making a recommendation to the Board.
- 8.5 The Board shall retain ultimate approval of all appointments and re-appointments to the Board and its Committees. The Board shall have the right to veto the appointment of any proposed Trustee put forward by the Nominations Committee.

- 8.6 Subject to the provisions of Article 8.9, Trustees shall be appointed for an initial 3-year term unless the Board decides to appoint a Trustee for a shorter period of time as it may in its sole discretion think fit.
- 8.7 A Trustee shall cease to be a Trustee
- 8.7.1 on that Trustee giving written notice of resignation to the Chief Executive Officer;
 - 8.7.2 on expiry of the term for which that Trustee was appointed;
 - 8.7.3 on a resolution being passed by the Board that the appointment of the Trustee be terminated, provided that the Trustee shall be entitled to receive due notice of the meeting of the Board at which the resolution to terminate that Trustee's appointment is to be proposed and to attend and be heard by the Board before the decision is taken;
 - 8.7.4 unless the Board determines otherwise, on that Trustee failing to attend three consecutive meetings of the Board;
 - 8.7.5 on that Trustee dying;
 - 8.7.6 on that Trustee being admitted to hospital pursuant to an application for treatment under the Mental Health Act 2007 or, in Scotland, an application pursuant to the Mental Health (Scotland) Act 2003;
 - 8.7.7 on an order being made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the detention of the Trustee or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to the property or affairs of the Trustee;
 - 8.7.8 on that Trustee being declared bankrupt or entering into a composition with creditors of that person generally;
 - 8.7.9 on that person ceasing to be a Trustee by virtue of the Act;
 - 8.7.10 on that person becoming prohibited by law from serving as a Company director;
 - 8.7.11 on that person becoming prohibited from serving as a Charity Trustee, or
 - 8.7.12 in the case of the Chief Executive Officer, on that person ceasing either to hold the position of Chief Executive Officer or ceasing to be employed by the Company.
- 8.8 The Board shall be entitled, subject to Articles 8.6 to 8.8 (inclusive), to appoint a person to act as a Trustee to replace a Trustee previously appointed directly by the Board and who has ceased to act as a Trustee.
- 8.9 *Trustees shall normally be appointed on an initial 3-year term; thereafter a further, optional 3-year term may be agreed, subject to the needs of the Board (as determined by the Nominations Committee) and the annual discussions between Chair of the Board and each Trustee. There is the possibility of a third and final 3-year term, for Trustees who also serve as Chair (of the Board of Trustees or of a Committee), or bring particular and scarce expertise to the Board, or otherwise fulfil a role on the Board that cannot be filled at that time.*
- 8.10 No person shall be appointed as a Trustee if they are a senior examiner or member of a policy committee of any other Awarding Body.
- 8.11 *Neither a Trustee nor any member of any committee of the Company (including Governance Committees) shall be entitled to appoint an alternate or proxy to act on behalf of such a*

person.

9 Powers and duties of the Board of Trustees

9.1 The Board may delegate all or any of its powers to any Governance Committee consisting of one or more Trustees. It may also delegate to the Chief Executive Officer or any person holding any executive office such of its powers as it considers desirable to be exercisable by that person. Any such delegation may be:

9.1.1 made subject to any conditions the Board may impose;

9.1.2 made either collaterally with or to the exclusion of the Board's powers; and

9.1.3 revoked or altered by the Board

9.2 In accordance with the responsibilities of Charity Trustees under charity law, the Board shall at all times retain for itself the following powers and shall not delegate these powers pursuant to Article 9.1:

9.2.1 *determination and approval of the overall direction, educational policy and strategy of the Company;*

9.2.2 approval of any amendments to these Articles;

9.2.3 determination and approval of the Company's governance arrangements (including its committee structure, terms of reference and use of delegated powers in accordance with Article 9.1);

9.2.4 appointment of the Chair and Vice-Chair of the Board;

9.2.5 appointment of the Chief Executive Officer;

9.2.6 appointment of a single named individual to be accountable for the quality and standards of the Company's qualifications;

9.2.7 approval of the Company's corporate strategic plans, including major changes to the Company's portfolio of qualifications and financial forecasts (including fee levels);

9.2.8 approval of any changes to the Company's pension provision or pension funding;

9.2.9 approval of borrowing in excess of amounts that may be determined from time to time by the Board;

9.2.10 approval of major changes to the Company's capital structure, financing and banking arrangements;

9.2.11 approval of major changes in accounting practice;

9.2.12 approval of investments and divestments that are of major strategic importance and/or likely to significantly change the perception of the Company;

9.2.13 approval of the Company's annual report and accounts including statements on governance, risk management and controls; and

9.2.14 approval of the appointment and removal of the Company's external auditors.

10 Expenses of Trustees

- 10.1 The Trustees may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board, meetings of any committee of the Company or any general meeting of the Company or otherwise in connection with the discharge of their duties as Trustees. The Trustees shall not be entitled to any further remuneration other than as set out in this Article 10 and as set out in Article 4. Such expenses shall be paid in accordance with a schedule of expenses determined from time to time by the Board.
- 10.2 The Chief Executive Officer is currently remunerated for his services as Chief Executive Officer, and it is confirmed that no additional remuneration is payable as a result of his appointment as a Trustee.

11 Proceedings of the Board of Trustees

- 11.1 Subject to the provisions of the Charities Act, Relevant Acts and these Articles, the Board may regulate its proceedings as it thinks fit.
- 11.2 A Trustee may, and the Chief Executive Officer at the request of a Trustee shall, call a meeting of the Board.
- 11.3 Notice of a meeting of the Board of Trustees must be given to each Trustee on not less than 7 Business Days (provided that shorter notice (or no notice) may be given with the written consent of all Trustees) but need not be in writing. The notice must specify:
- 11.3.1 the time, date and place of the meeting;
 - 11.3.2 the general particulars of the business to be considered at the meeting; and
 - 11.3.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11.4 The accidental omission to give notice of a meeting of the Board to, or the non-receipt of notice of a meeting of the Board by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 11.5 Save where these Articles provide otherwise, questions arising at a meeting of the Board shall be decided by a majority of votes present at that meeting. In the case of an equality of votes, the Chair shall have a casting vote.
- 11.6 The quorum for a meeting of the Board shall be five Trustees. The quorum shall include a Trustee who will chair the meeting - either as the appointed Chair or deputising for the Chair.
- 11.7 If a quorum is not present within half an hour from the time appointed for a meeting of the Board, or if during a meeting of the Board such a quorum ceases to be present, the relevant meeting shall stand adjourned to the same day in the next week at the same time and place or to such later time and place as the Board may determine.
- 11.8 Any other person may be invited by the Board of Trustees to attend a meeting of the Board on such terms as the Board determines, but such person or persons shall have no voting rights in respect of the matters before the Board.
- 11.9 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number.

- 11.10 All acts done by a meeting of the Board or conducted by email with the consent of the Board, shall be valid provided that a majority of Trustees at the meeting voted in favour of that act notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, had vacated office or were not entitled to vote.
- 11.11 The chair of a meeting of the Board may, with the consent of a meeting at which a quorum is present (and shall if so directed by the relevant meeting), adjourn the relevant 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 two 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.
- 11.12 A resolution put to the vote of a meeting of the Board 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.
- 11.12.1 by the chair of a meeting; or
- 11.12.2 by at least two Trustees.
- 11.13 Where a poll is demanded, each Trustee shall carry one vote.
- 11.14 The poll shall be a secret poll and no Trustee shall be required to name or identify him- or herself in the casting of a vote.
- 11.15 The Board may prescribe rules from time to time for how a Trustee may vote by means of poll vote where the Board has permitted such a Trustee to participate in a meeting of the Board by means of conference telephone or similar communications equipment.
- 11.16 Unless a poll is duly demanded, a declaration by the Chair of a meeting of the Board that a resolution has been carried or not carried unanimously, or by a particular majority shall be final 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 relevant resolution.
- 11.17 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the relevant meeting of the Board and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 11.18 A poll shall be taken as the chair of the relevant meeting of the Board directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.19 A poll demanded on a resolution relating to the election of the chair of a meeting of the Board or the adjournment of such a meeting shall be taken forthwith. A poll demanded on any other resolution shall be taken either forthwith or at such time and place as the chair of the meeting directs not being more than three 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 resolution 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.
- 11.20 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting of the Board 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.

- 11.21 A resolution in writing signed by a simple majority of Trustees entitled to vote (other than any Trustee who is prohibited by these Articles or by law from voting on the resolution) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in the same form each signed by one or more Trustees.
- 11.22 The Board shall cause a record of each resolution executed in accordance with Article 11.19 in writing, and of the signatures to it, to be entered in a book in the same way as minutes of a general meeting of the Company.
- 11.23 The Board may choose to allow any Trustee to participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

12 Conflicts of Interest

- 12.1 Subject to the provisions of these Articles, the Charities Act and the Relevant Acts, and provided that a Trustee has disclosed to the Board the nature and extent of any material interest, a Trustee may, notwithstanding that office:

12.1.1 be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and

12.1.2 be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested,

and shall not, by reason of being a Trustee, be accountable to the Company for any benefit derived from any such transaction or arrangement or from any such office or employment or interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, provided that, unless the Board determines otherwise, a Trustee shall not vote in respect of any such matter at any meeting of the Board, and shall be absent from the meeting for that item unless expressly invited to remain by the Board in order to provide information

- 12.2 For the purposes of Article 12.1:

12.2.1 a general notice given to the Board that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that that Trustee has an interest in any such transaction of the nature and to the extent so specified; and

12.2.2 an interest of which a Trustee has no knowledge and of which it is unreasonable to expect that Trustee to have knowledge shall not be treated as an interest of that Trustee.

- 12.3 A Trustee shall not be counted in the quorum present at a meeting of the Board in relation to a resolution on which that Trustee is not entitled to vote.

- 12.4 The Chief Executive Officer shall not be entitled either to be present at or to vote on any matters:

12.4.1 relating directly or indirectly to the Chief Executive Officer's remuneration

12.4.2 relating to the appraisal of the Chief Executive Officer's performance

- 12.4.3 relating to the Chief Executive Officer's terms and conditions of service, or any matters concerning the general terms and conditions of service which might affect the Chief Executive Officer
 - 12.4.4 which otherwise relate to the position of the Chief Executive Officer.
- 12.5 Where a Trustee has a material direct or indirect interest in any transaction or arrangement being considered by a Governance Committee and that Trustee is a member of such committee, the Trustee shall declare his/her interest in that transaction or arrangement. Subject to the provisions of the Articles, the Charities Act and the Relevant Acts and this Article 12.5, a Trustee may, notwithstanding that office, be a party to, or otherwise interested in, any transaction or agreement with the Company or in which the Company is otherwise interested and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, provided that, unless the Governance Committee by majority vote determines otherwise, a Trustee shall not vote in respect of any such matter at any meeting of the Governance Committee.
- 12.6 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chair of the relevant meeting and the chair's ruling in relation to any such question in respect of any Trustee (other than the chair) shall be final and conclusive. Any such question relating to the chair of a meeting shall be referred to the other Trustees attending the relevant meeting.
- 13 Authorisation of Interests**
 - 13.1 The Board may at any time authorise a Trustee to be involved in a situation in which the Trustee has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("a conflict of interest") provided that:
 - 13.1.1 the Trustee subject to the conflict of interest or any other interested Trustee shall not vote and shall not be counted in the quorum in respect of the authorisation given under this Article and if he/she or any other interested director does vote, those votes shall not be counted; and
 - 13.1.2 the Board may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so the Board will act in such a way in good faith they consider will be most likely to promote the success of the Company.
- 14 Specific provisions applicable to general meetings**
 - 14.1 The Board may call general meetings of the Company and, on the requisition of any Trustee, shall forthwith proceed to convene a general meeting for a date not later than 28 Clear Days after receipt of the requisition.
 - 14.2 The Members may call a general meeting at any time and such a meeting shall be held in accordance with the Act.
 - 14.3 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Company.
 - 14.4 No business shall be transacted at any general meeting unless a quorum is present. A quorum is five Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

- 14.5 A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company.
- 14.6 The chair of the Board shall chair general meetings of the Company or, if they are absent, the vice-chair of the Board shall act as chair. If neither the chair nor the vice-chair of the Board is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
- 14.7 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 14.8 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 14.9 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.
- 14.10 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

15 Written resolutions

- 15.1 Subject to article 15.4, a written resolution of the Members passed in accordance with this article 15 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 15.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 15.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 15.2 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 15.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution, shall be passed as an ordinary resolution.
- 15.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 15.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 15.6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

- 15.6.1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 15.6.2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 15.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 15.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the circulation date.
- 15.9 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.
- 15.10 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act

16 Chair and Vice-Chair

- 16.1 The Trustees shall appoint a Chair (pursuant to Article 16.2) and a Vice-Chair of the Board. Both the Chair and Vice-Chair must be Non-Executive Trustees.
- 16.2 The Board shall make an appointment from those candidates who applied for the post in response to any advertisement or re-advertisement of the post if the Nominations Committee decides that there are no candidates of the requisite skill and experience. Where a person to be appointed as the Chair of the Board of Trustees is not already a Trustee, the Board shall first appoint such person as a Trustee.
- 16.3 No person shall serve as a Chair or Vice-Chair beyond the periods specified in Article 3.6 and where a person has been a Trustee prior to becoming a Chair or Vice-Chair, such person may not hold the office of Chair or Vice-Chair for longer than the period for which that person is entitled to remain as a Trustee.
- 16.4 The Board shall review the appointment of the Chair and Vice-Chair after that person has *been in office for a period of three consecutive years and on the third year thereafter* and that person shall only continue in office with the approval of a majority of Trustees in attendance at the Board meeting where that matter is discussed.
- 16.5 As set out in article 8.9, Trustees shall normally be appointed on an initial 3-year term; - thereafter a further, optional 3-year term may be agreed, subject to the needs of the Board (as determined by the Nominations Committee) and the annual discussions between Chair of the Board and each Trustee. There is the possibility of a third and final 3-year term, for Trustees who also serve as Chair (of the Board of Trustees or of a Committee), or bring particular and scarce expertise to the Board, or otherwise fulfil a role on the Board that cannot be filled at that time.
- 16.6 Any appointment of a Trustee as Chair or Vice-Chair shall continue until:
 - 16.6.1 that person is removed by the Board pursuant to Article 16.4; or
 - 16.6.2 the appointment of that person as a Trustee is terminated pursuant to Article 8.7.
- 16.7 The Chair of the Board or, in the Chair's absence, the Vice-Chair, or, in the absence of both,

some other Trustee nominated by the Board shall preside as chair of each meeting of the Board. If neither the Chair nor the Vice-Chair nor any other Trustee who is willing to act is present within fifteen minutes after the time appointed for holding a meeting, the Trustees present shall elect one of their number to be chair of the meeting. If there is only one Trustee willing to act as chair of the meeting, that person shall be chair of the meeting.

- 16.8 Other than to exercise a casting vote pursuant to Article 11.5, the Chair shall not be entitled to vote at any meeting of the Board.
- 16.9 Subject to Article 16.4, the Chair shall have a right to be a member of any Governance Committee and any Advisory Committee as the Chair thinks fit.
- 16.10 The responsibilities and powers of the Chair and, when deputising for the Chair, the Vice-Chair or any other Trustee shall be limited to:
 - 16.10.1 chairing meetings of the Board;
 - 16.10.2 determining whether a Trustee has the right to vote pursuant to Article 12.6;
 - 16.10.3 adjourning meetings of the Board in accordance with Article 11.11,
 - 16.10.4 exercising a casting vote in Board meetings when there is a tied vote;
 - 16.10.5 providing leadership for the Board; and
 - 16.10.6 those matters set out in Article 16.11.
- 16.11 The Chair and, when deputising for the Chair, the Vice-Chair, may exercise all the powers of the Committee Chairs Group where decisions need to be made quickly and where the Committee Chairs Group is unable to hold a quorate meeting, provided that the Chair (or, if relevant, the Vice-Chair) only takes such a decision after consulting with at least two other members of the Committee Chairs Group one of whom should be the Chief Executive Officer.

17 Chief Executive Officer

- 17.1 The Board shall appoint a Chief Executive Officer on such terms and upon such conditions as the Board shall think fit and, without prejudice to any rights which the Chief Executive Officer may have under the terms of any service agreement with the Company, the Board may remove such person from that position by a majority vote of all the Trustees.
- 17.2 The Chief Executive Officer shall be responsible for reporting regularly to the Board on the decisions and actions taken by the Executive Team and for and on behalf of the Advisory Committees.
- 17.3 The Chief Executive Officer shall be responsible, at his/her sole discretion, for making appointments to the Executive Team.
- 17.4 The Chief Executive Officer shall, at the request of the Board, advise the Board on the strategy and policies to be pursued by the Company and shall ensure that the Company's strategy and policies are implemented and reviewed
- 17.5 The Chief Executive Officer shall provide leadership to the staff of the Company and the Executive Team.
- 17.6 The Chief Executive Officer shall carry out the powers delegated to him/her by the Board and shall report to the Board on the exercise of those powers.

17.7 The Chief Executive Officer shall actively engage with any regulators of the qualifications offered by the Company and with any other body, institution or establishment or authority involved in the provision of qualifications as may be necessary to further the Company's strategy as established and approved by the Board.

17.8 Where the Chief Executive Officer is no longer able to act through death, illness or similar incapacity, the Board will authorise a member of the Executive Team to act in his/her place for an interim period

17.9 The Chief Executive Officer shall be appointed as a Trustee of the company

18 Company Secretary

The Board shall appoint a secretary of the Company on such terms and upon such conditions as the Board shall think fit and, without prejudice to any rights which the secretary may have under the terms of any service agreement with the Company, the Board may remove such person from that position by a majority vote of all the Trustees.

19 Governance Committees

19.1 The Board shall appoint governance committees and may in its sole discretion delegate all or any of its powers to those committees in accordance with Article 9.1 and subject to the limitations in Article 9.2.

19.2 The Governance Committees to be appointed pursuant to Article 19.1 shall include:

19.2.1 a finance committee;

19.2.2 a committee chairs group;

19.2.3 subject to Article 19.3, a remuneration committee;

19.2.4 an audit and risk committee;

19.2.5 an irregularities and appeals committee;

19.2.6 an awarding standards committee; and

19.2.7 a nominations committee.

19.3 The Remuneration Committee appointed in accordance with Article 19.2 shall act as a governance committee of the Board and will advise the Board about appropriate remuneration and terms of service for the Chief Executive Officer and other members of the Executive Team.

19.4 The Board shall determine in its sole discretion the respective roles, responsibilities and accountabilities of each Governance Committee that is appointed by it.

19.5 Subject to Article 19.5, the Committee Chairs Group shall have the right to act on the Board's behalf when so delegated by the Board and decisions need to be made quickly.

19.6 The Board may revoke the delegation of any power granted to a Governance Committee and may amend the scope of the role, responsibilities, accountabilities and powers of any Governance Committee as the Board may in its sole discretion think fit.

19.7 The Board shall determine the operating procedures for each Governance Committee, including the number of members for that committee, the quorum for meetings, the

procedures for members retiring from the committee, the reporting obligations of the committee, the appointment of a chair, the revocation of committee membership and any other requirements as the Board thinks fit, and shall notify such operating procedures to the members of that Governance Committee

20 Advisory Committees

- 20.1 The Board may, from time to time, appoint advisory committees to provide the Board, the Chief Executive Officer and/or any other committee or executive officer of the Board with advice, information and support.
- 20.2 The Board shall determine the role, responsibilities and accountabilities of each Advisory Committee appointed by the Board.
- 20.3 The Board may amend the scope of the role, responsibilities and accountabilities of any Advisory Committee as the Board may in its sole discretion think fit.
- 20.4 The Board shall determine the operating procedures for each Advisory Committee, including the number of members for that committee, the quorum for meetings, the procedures for members retiring from the committee, the reporting obligations of the committee, the appointment of a chair, the revocation of committee membership and any other requirements as the Board sees fit, and shall notify such operating procedures to the members of that Advisory Committee
- 20.5 Subject to Article 20.6, the Advisory Committees shall report to the Chief Executive Officer on their activities and shall present him/her with their recommendations.
- 20.6 The Chief Executive Officer shall be responsible for presenting the recommendations of the Advisory Committees to the Board and updating the Board on the activities of those committees, save that where the Board so specifies an Advisory Committee may report directly to the Board.
- 20.7 The Chief Executive Officer may recommend to the Board that an Advisory Committee be dissolved, and any such committee shall be dissolved upon the terms and in accordance with a resolution passed by the Board requiring the dissolution of such committee

21 Minutes

- 21.1 The Board shall cause minutes to be made in books kept for the purpose.
 - 21.1.1 of all appointments of officers made by the Board; and
 - 21.1.2 of all proceedings at meetings of the Board and committees of the Board including the names of persons present at each such meeting.
- 21.2 The minutes of proceedings of meetings of the Board shall be presented to the next following meeting of the Board for approval or approval subject to such amendments as the Board may require.

22 Records and accounts

- 22.1 The Trustees, as Directors, shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of.

- 22.1.1 annual reports,
 - 22.1.2 annual returns; and
 - 22.1.3 annual statements of account.
- 22.2 Accounting records relating to the Company must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 22.3 A copy of the Company's latest available statement of account shall be supplied on request to any Trustee.

23 Seal

If the Company has a seal, it shall only be used with the authority of the Board or a committee of the Board to which the Board has specifically delegated such authority. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Chief Executive Officer or a second Trustee.

24 Notices

- 24.1 Any notice to be given to or by any entity pursuant to the Articles shall be in writing.
- 24.2 The Company may give any notice to a Trustee or a member of a committee either personally, by sending it by post in a prepaid envelope or by electronic means, in each case addressed to the Trustee or a member of a committee at the postal address or email address provided to the Company for that purpose or by leaving it at that postal address.
- 24.3 A Trustee or member of a committee present at any meeting of the Company or a committee shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 24.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given by post. A notice shall be deemed to be given at the expiration of two working days after the envelope containing it was posted.
- 24.5 Acknowledgement by email from the recipient of a notice sent by email shall be conclusive evidence that the notice was given by email.

25 Indemnity

- 25.1 Subject to article 25.2, the provisions of and so far as may be consistent with these Articles and the Relevant Acts, but without prejudice to any indemnity to which a Trustee may be otherwise entitled, every Trustee, auditor, Chief Executive Officer or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by that person in the proper execution and/or discharge of that person's duties and/or the proper exercise of that person's duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by that person in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by that person in that capacity and in which judgement is given in that person's favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on that person's part) or in which that person is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to that person by the Court from liability which by virtue of

any rule of law would otherwise attach to the Trustees in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company.

- 25.2 The indemnity in this Article shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in the reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such indemnity shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company.