



Company number 09075499

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Articles of Association of AOC Sport Limited

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PRIVATE COMPANY LIMITED BY GUARANTEE

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**ARTICLES OF ASSOCIATION**

**OF**

**AOC SPORT LIMITED**

1. **PRELIMINARY**

The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company.

2. **DEFINITIONS AND INTERPRETATION**

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

**"Aoc"** means the Association of Colleges or any successor body or bodies having the membership rights set out in **Article 8.2**

**"these Articles"** these Articles of Association, whether as originally adopted or as from time to time altered by special resolution

**"the 2006 Act"** the Companies Act 2006 (as amended from time to time)

**"College Members"** means any Institution and any other educational or training institution or body, admitted to membership of the Company having paid an annual membership subscription and having the membership rights set out in **Article 8.3**

**"Connected"** in relation to a director of the Company has the meaning given in section 252 of the 2006 Act

**"Directors"** 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

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

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

<b>“electronic means”</b>	2006 Act
<b>“executed”</b>	includes any mode of execution
<b>“hard copy form”</b>	has the meaning given in section 1168 of the 2006 Act
<b>“Institutions”</b>	Means such institutions in the further education sector in England, Wales, Scotland and Northern Ireland as shall from time to time be further education corporations and other educational institutions which are eligible to receive support from funds administered by the relevant funding body for further education institutions in each of the aforementioned jurisdictions
<b>“member”</b>	means a member of the Company from time to time comprising the AoC, the College Members and any other person or body admitted to membership pursuant to <b>Article 8.1</b> and “members” shall be construed accordingly
<b>“office”</b>	the registered office of the Company
<b>“ordinary resolution”</b>	has the meaning given in section 282 of the 2006 Act
<b>“seal”</b>	the common seal of the Company (if any)
<b>“secretary”</b>	the secretary 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
<b>“special resolution”</b>	has the meaning given in section 283 of the 2006 Act
<b>“the Statutes”</b>	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation in force from time to time relating to companies and affecting the Company
<b>“Subscriptions”</b>	the:- <ul style="list-style-type: none"> <li>(a) annual membership subscriptions set by the Board pursuant to <b>Article 8.5</b>; and</li> <li>(b) competition or championship participation fees;</li> </ul> <p>paid by College Members to the Company;</p>
<b>“United Kingdom”</b>	Great Britain and Northern Ireland.

**“in writing”**

hard copy form or to the extent agreed (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 2.3 Words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate).
- 2.4 References to any Statute or statutory provision include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 2.5 Where the word **“address”** appears in these Articles it is deemed to include postal address and, where applicable, electronic address.
- 2.6 The expression **“working day”** in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the company is registered.
- 2.7 The expression **“clear days”** in relation to a period of notice to call a meeting means the number of days referred to excluding the day when the notice is given and the day of the meeting.

3. **OBJECT**

The objects for which the Company is established are:-

- 3.1 to promote, advance and protect the interests of the AOC and Colleges and other educational establishments, institutions (together referred to below as **“Colleges”**) and individuals, firms and companies (together referred to below as **“Others”**) working or otherwise engaged in the United Kingdom in further and higher education and any other associated activities and pursuits (together referred to below as **“Further and Higher Education”**) and on their behalf (individually or collectively) to negotiate with any third parties;
- 3.2 to consult, advise, inform, lobby, persuade and seek to influence H M Government, ministers, Parliament, government agencies, education funding councils, non-departmental public bodies, local government authorities and other public and private bodies involved in the legislative, governmental or administrative process in order to further the interests of the members of the Company, other Colleges and Others and attain the objects of the Company;
- 3.3 to formulate policies on any matter affecting or assuming to the Company to be relevant to Further and Higher Education, in particular, in relation to participation in sport
- 3.4 to provide and support sporting opportunities for the bodies described in **Article 3.1** above, to confer with and ascertain the views of Colleges and Others and to

foster links between the AOC and Colleges on such matters and to be the single voice for participation in sport and physical activity in Colleges.

#### 4. **POWERS**

4.1 In pursuance of the object set out in **Article 3**, the Company has the power to:

- 4.1.1 to carry on any of the activities of advisors to Colleges on sport related matters and all ancillary matters; to engage consultants and agents for the purpose of carrying on all or any of the foregoing activities; to make grants and other financial provision in aid of Colleges which are engaged or wish to engage in sporting activities, and to establish reserve funds and invest monies in order to facilitate the making of such grants and other financial provision; and generally to undertake and execute agencies and commissions of every description;
- 4.1.2 to represent the sector of further education in the United Kingdom and to conduct dealings and to liaise with H M Government, and local, national or other institutions, authorities, agencies, bodies or persons, wheresoever in the world situate;
- 4.1.3 to provide information, advice and assistance to Colleges or any of their representatives, on any aspect of sporting affairs, including administrative and financial matters relating to or connected with sport in education;
- 4.1.4 to provide information concerning Colleges, their work, organisation and objectives, and the courses and facilities provided by them;
- 4.1.5 subject to the provisions herein contained, to employ and pay officers and other persons or bodies whose services are required for carrying out any of the objects of the Company;
- 4.1.6 to act as trustee and to undertake or accept any trusts or obligations which are charitable in accordance with the purposes of the Company and which may be lawfully undertaken by the Company;
- 4.1.7 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 4.1.8 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 4.1.9 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 4.1.10 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- 4.1.11 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 4.1.12 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 4.1.13 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 4.1.14 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.15 provide and assist in the provision of money, materials or other help;
- 4.1.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.17 incorporate subsidiary companies to carry on any trade or activity; and
- 4.1.18 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in **Article 3**.

## 5. **APPLICATION OF INCOME AND PROPERTY**

- 5.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in **Article 3**. The Subscriptions shall be applied solely in promoting the object set out in **Article 3.4**.
- 5.2 No dividends or bonus may be paid or (subject to **Article 6**) capital otherwise returned to the members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
  - 5.2.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - 5.2.2 any interest on money lent by any member or any director at a reasonable and proper rate;
  - 5.2.3 reasonable and proper rent for premises demised or let by any member or director; or
  - 5.2.4 reasonable out-of-pocket expenses properly incurred by any director.

## 6. DISSOLUTION

6.1 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.

6.2 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever ("**the surplus assets**") the same shall be paid to or distributed amongst College Members who paid Subscriptions to the Company within the period of five years ending on the date of dissolution ("**the Relevant Period**") in the following order of priority up to such point as the surplus assets are exhausted:

6.2.1 first in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period of the Company during which the date of dissolution falls ("**accounting reference period A**");

6.2.2 second in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period ("**accounting reference period B**") immediately preceding accounting reference period A;

6.2.3 third in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period ("**accounting reference period C**") immediately preceding accounting reference period B;

6.2.4 fourth in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period ("**accounting reference period D**") immediately preceding accounting reference period C;

6.2.5 fifth in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period ("**accounting reference period E**") immediately preceding accounting reference period D;

6.2.6 sixth in repayment of the Subscriptions paid to the Company by College Members in the accounting reference period immediately preceding accounting reference period E but excluding any subscriptions paid before the commencement of the Relevant Period.

If in any of the cases referred to in **Articles 6.2.1 to 6.2.6** inclusive above there are insufficient assets to repay all the Subscriptions referred to in that clause, such surplus assets shall be apportioned amongst the College Members who paid Subscriptions to the Company during the relevant accounting reference period (or the relevant part thereof) referred to in that clause in proportion to the amount of the subscriptions paid by each such member in that accounting reference period or the relevant part thereof.

6.3 If after making all of the repayments referred to in **Articles 6.2.1 to 6.2.6** inclusive above there remains any unallocated surplus assets, the same shall be



distributed equally amongst the College Members at the time of dissolution of the Company.

## 7. **LIMITED LIABILITY**

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

7.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

## 8. **MEMBERS**

8.1 The:

8.1.1 AoC,

8.1.2 College Members; and

8.1.3 such other institutions and persons as are admitted to membership in accordance with these Articles on such terms as shall be approved by the AoC

shall be members of the Company. No person or body shall be admitted as a member of the Company unless he or it is approved by the AoC. Every person or body who wishes to become a member shall deliver to the Company an application for membership in such form as the Directors require to be executed by him or it agreeing to be bound by these Articles and on being so admitted his or its name shall be entered in the register of members of the Company and the category of membership confirmed. On admission, Associated Members will be required to pay a subscription in accordance with **Article 8.5**.

8.2 Save as otherwise set out in these Articles, the AoC shall have full rights of membership and shall be entitled to attend and speak at general meetings of the Company and to vote on all matters requiring member consent under the Statutes, these Articles or otherwise. The AoC may appoint Directors to the board and remove and/or replace them in accordance with **Article 14.3**.

8.3 College Members shall not be entitled to attend (although they may be invited to attend) or vote at any general meeting or on any resolution of the Company (including without limitation a resolution to amend these Articles), save that the consent of a majority of the College Members (given in accordance with **Articles 8.12 to 8.14**) shall be required to any amendments to **Articles 3.4, 5 or 6** of these Articles. College Members will have no rights to appoint or remove Directors. College Members may participate in the surplus assets of the Company on dissolution or winding up in accordance with **Articles 6.2 and 6.3**.

8.4 Subject to the consent requirements noted in **Article 8.3** the Directors may, with, the AoC's prior consent, introduce such additional qualifications for membership as it may determine from time to time and may require existing members to meet or adhere to them as a condition of continuing membership.

The Directors shall submit to the AoC any application for membership and the AoC shall have an absolute discretion in determining whether to accept or reject such application and shall not be bound to assign any reason for their decision.

- 8.5 In each year the Directors shall fix the subscription or subscriptions to be paid by each member and each member shall thereupon be obliged to pay such subscription or subscriptions upon such terms as may be fixed by the Directors or otherwise agreed by the Directors from time to time.
- 8.6 Every member shall be bound to treat and to require its officers, employees and other persons under its influence and control to treat all information obtained by virtue of membership, and which is not the subject of common knowledge nor openly published elsewhere, as strictly confidential and not to be communicated either directly or indirectly to any person, corporation or body not a member without the written consent of the Directors and continue to abide by this provision in the event of its ceasing to be a member.
- 8.7 The Directors may resolve that any Associate Member shall cease to be a member in the event that the subscription due to the Company from that member under **Article 8.5** is not paid within the period of time provided for by the Board for such payment, or in the event of a breach of the obligations contained in **Article 8.6**.
- 8.8 Any resolution to remove an Associate Member from the Company under **Article 8.7** shall not release such member from the liability to pay the full amount of the subscriptions or contributions which it shall have undertaken to pay.
- 8.9 Subject to all moneys presently payable by him to the Company pursuant to any rules or bye-laws made by the Directors pursuant to **Article 29** or otherwise having been paid, a member may at any time withdraw from the Company by giving notice in writing to the Company provided that after such retirement the number of members remaining is not less than two.
- 8.10 Membership shall:
- 8.10.1 not be transferable; and
  - 8.10.2 terminate:-
    - 8.10.2.1 automatically if, in the case of an Associate Member a member ceases to be an Institution or an educational or training institution or body or ceases to fulfil the requirements to be an Associate Member as set out by the Directors from time to time;
    - 8.10.2.2 if the majority of the Directors of the Company resolve that it is in the best interests of the Company that a membership is terminated.
- 8.11 The Directors may admit as affiliates of the Company such educational and training and other institutions or organisations and such other persons as, in each case, do not satisfy the criteria for membership set out in these Articles. Affiliates shall not be members of the Company and shall not have the right to attend (although they may be invited to attend) or vote at any general meeting but may otherwise be appointed on such terms and enjoy such rights as the Directors shall determine in its absolute discretion. Any affiliate of the Company who is admitted as such by the Board pursuant to this **Article 8.11** may also

have its affiliation to the Company terminated at any time by a resolution of the Directors.

8.12 Any consent required under these Articles from College Members shall be obtained either:-

8.12.1 by the Board circulating a written notice to each Associate Member setting out the nature of the consent sought, an explanation of why the consent is being sought and indicating how and by when an Associate Member can give its consent (such time period for giving consent being not less than 28 days from the date of the notice seeking consent); or

8.12.2 by the Board calling, on not less than 21 days clear written notice, a meeting of the College Members, such written notice setting out the nature of the consent sought, an explanation of why the consent is being sought, and the date, time and place of such meeting. Notice of the meeting shall be given to all College Members admitted as College Members of the Company at the date of the notice calling the meeting and to all Directors and to the auditors. A meeting of the College Members may be called by shorter notice if it is agreed in writing by College Members representing not less than 95% of the votes capable of being cast at that meeting. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

8.13 At any meeting of the College Members convened in accordance with **Article 8.12.2**:-

8.13.1 no business shall be conducted until a quorum is present;

8.13.2 the quorum for such meeting will be such number of College Members as represents 10 per cent of the total number of College Members admitted at the date of the notice calling the meeting being present;

8.13.3 if a quorum is not present within half an hour of the time appointed for the meeting, the meeting stand adjourned for ten working days at the same time and at the same place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the College Members present shall be a quorum;

8.13.4 the Chair of the Company shall preside over the meeting or, if not present, those College Members present shall appoint a chair for the purposes of the meeting;

8.13.5 an Associate Member shall be present if its Principal, Chair or other authorised representative is present at the meeting;

8.13.6 a resolution put to the vote of the meeting shall be decided on a show of hands and each Associate Member present shall have one vote.

8.14 The consent of the College Members required under these Articles shall be given when the requisite majority of College Members:-

8.14.1 signify their agreement to giving such consent as prescribed in the notice requesting such consent in accordance with **Article 8.12.1**; or

8.14.2 vote in favour of a resolution to give such consent at a meeting convened and held in accordance with **Articles 8.12.2 and 8.13.**

## 9. **GENERAL MEETINGS**

9.1 The Directors may call general meetings.

9.2 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any director, the AOC or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

## 10. **NOTICE OF GENERAL MEETINGS**

10.1 A notice convening a general meeting of the Company shall be called by at least 14 clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.

10.2 Subject to the provisions of these Articles notice of general meetings shall be given to all members entitled to vote on the matters to be considered at that meeting, to all Directors and to the auditors and may be given to College Members and any other members of the Company from time to time, at the discretion of the Board.

10.3 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307(4) of the 2006 Act.

10.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

10.5 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to members in regard to their right to appoint proxies.

10.6 Every notice convening a general meeting shall be given in accordance with section 308 of the 2006 Act that is, in hard copy form, electronic form or by means of a website.

10.7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

## 11. **PROCEEDINGS AT GENERAL MEETINGS**

11.1 No business shall be transacted at any general meeting unless a quorum of members is present. Save as herein otherwise provided, a meeting shall be quorate if the AOC is represented in person at the meeting.

11.2 If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general

meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

- 11.3 The chairman, if any, of the Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.
- 11.4 If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chairman of the meeting.
- 11.5 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 11.6 The chairman may, with the consent of any 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 any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 11.7 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 duly demanded. Subject to the provisions of the Statutes, a poll may be demanded:
- 11.7.1 by the chairman; or
  - 11.7.2 by at least two members having the right to vote at the meeting; or
  - 11.7.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- and a demand by a person as a proxy for a member shall be the same as a demand by the member.
- 11.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company 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.
- 11.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman 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.

- 11.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 11.12 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 at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

## 12. **VOTES OF MEMBERS**

- 12.1 On a written resolution, every member eligible to vote has one vote, on a show of hands every eligible member present in person or by proxy or by duly authorised representative (as the case may be) has one vote and on a poll every eligible member present in person or by proxy or by a duly authorised representative (as the case may be) has one vote. For the avoidance of doubt, College Members and affiliates of the Company admitted under **Article 8.11** shall not have a vote (whether on a show of hand, a poll or otherwise).
- 12.2 If a poll is demanded in accordance with Article 11.7, the voting rights of any member shall only be capable of exercise by its duly authorised appointed proxy.
- 12.3 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Company pursuant to any rules or bye-laws made by the Directors under **Article 32** or otherwise have been paid.
- 12.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

## 13. **WRITTEN RESOLUTIONS**

- 13.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 13.2 For the purposes of this **Article 13** "circulation date" is the day on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

14. **NUMBER OF DIRECTORS AND APPOINTMENT**

14.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than three.

14.2 The board of Directors of the Company shall be constituted as follows:

14.2.1 for so long as the AoC shall be a member of the Company up to seven Directors appointed by the AoC pursuant to **Article 14.3**;

14.2.2 ex officio, the Managing Director of the Company from time to time; and

14.2.3 up to 4 Directors co-opted by the then serving Directors pursuant to **Article 14.4**.

Every Director shall sign a declaration of willingness to act as a Director and at least 25% of Directors shall be independent.

14.3 The AoC may appoint seven Directors for a period not exceeding three years by notice in writing to the Company and shall have the right to remove and/or replace any Director so appointed from time to time and one such appointee shall be the Finance Director (or equivalent) of the AoC from time to time.

14.4 The Directors may co-opt up to 4 Directors for a period not exceeding three years by board resolution and shall have the right to remove and/or replace any Director so appointed from time to time.

14.5 The AoC shall appoint a Chair to hold office in each financial year who shall be one of the Directors appointed under **Article 14.2.1**.

14.6 Any Director of the Board appointed under Articles 14.3 and 14.4 may be reappointed for a further maximum period of three years provided that no Director (apart from ex officio members and the Finance Director (or equivalent) of the AoC from time to time) shall serve more than six consecutive years as a Director.

15. **NO ALTERNATE DIRECTORS**

A director shall not be entitled to appoint an alternate director.

16. **POWERS OF DIRECTORS**

16.1 Subject to the provisions of the 2006 Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 16.1** shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

16.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine

provided that not less than two directors shall be required to sign all cheques drawn against the Company.

## 17. **DELEGATION OF DIRECTORS' POWERS**

17.1 The Directors may delegate any of their powers to:

17.1.1 any committee consisting of one or more directors, a majority of which shall be directors appointed by the AoC, and such other persons (if any) not being directors co-opted on to such committee as the Directors think fit provided that the number of co-opted persons not being directors shall not exceed one half of the total number of members of such committee; or

17.1.2 the managing director (for the time being) of the Company or any Director holding any other executive office.

17.2 Any such delegation may be made subject to any conditions the Directors may impose and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

## 18. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

The office of a director shall be vacated if:

18.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director; or

18.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

18.3 a registered medical practitioner who is treating him gives a written opinion to the Company stating that he has become mentally or physically incapable of acting as a director and may remain so for more than 3 months; or

18.4 he is or has been suffering from mental or physical ill health and the Directors resolve at a meeting of the Directors that his office be vacated; or

18.5 he resigns his office by notice to the Company; or

18.6 he or she is removed by the relevant appointing body in accordance with **Article 14**; or

18.7 he ceases to hold an ex officio position and is appointed as an ex officio member of the Board;

18.8 he shall for more than 6 consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

## 19. **DIRECTORS' INTERESTS**

19.1 Subject to the provisions of the Statutes, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:



- 19.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 19.1.2 may hold any other office or employment with the Company (other than the office of auditor);
- 19.1.3 may be a director or other officer of or employed by or be 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 in any way interested;
- 19.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested other than as an auditor;
- 19.1.5 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 19.1.6 save for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict provide that the director may not vote in situations prescribed by the Directors when granting such authorisation shall be entitled to vote on any resolution and (whether or not he shall vote) shall be counted in the quorum on any matter referred to in any of **Articles 19.1.1 to 19.1.4** (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

19.2 For the purposes of **Article 19.1:**

- 19.2.1 a general notice to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 19.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 19.2.3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when *the* Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

## 20. **DIRECTORS' GRATUITIES AND PENSIONS**

The Directors may exercise any powers of the Company conferred by these Articles to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present Directors or employees (or their dependants) of the Company or any subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) or associated undertaking (as defined in section 479(4) of the 2006 Act) of the Company and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

## 21. **PROCEEDINGS OF THE DIRECTORS**

- 21.1 Subject to the provisions of these Articles, the Directors may regulate their meetings, as they think fit. Any director may, call a meeting of the Directors or similarly the Secretary shall call a meeting at the request of at least two Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. Notice of every meeting of the Directors shall be given to each director, including Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.
- 21.2 Any director may participate in a meeting of the Directors or a committee constituted pursuant to **Article 17** of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 21.3 The quorum for the transaction of the business of the directors may be fixed by the Directors, and unless so fixed at any other number, shall be at least three Directors or such other number as determined by the Directors from time to time of which one must be a Director appointed by the AoC.
- 21.4 Notwithstanding any vacancies in their number, the continuing Directors or where there is only one, the sole continuing Director, may continue to act but if the number of Directors is less than the number fixed as the quorum they, or (in the case of a sole director) he, may only act for the purpose of filling vacancies or calling a general meeting.
- 21.5 The AoC may appoint one of the persons appointed pursuant to **Article 14.3** to be the chairman of the board of Directors and may remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of the Directors at which he is present. But, if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 21.6 All acts done by any meeting of the Directors or of a committee constituted pursuant to **Article 17**, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any director or person acting as aforesaid, 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 continued to be a director and had been entitled to vote.

21.7 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of directors or of a committee constituted pursuant to **Article 17** shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members of the committee (as the case may be).

21.8 If, and as a consequence of section 175(6) of the 2006 Act a Director cannot vote or be counted in the quorum at a meeting of the Directors then the following apply:

21.8.1 if the meeting is inquorate then the quorum for the purposes of the meeting shall be reduced by one for each Director who cannot vote or be counted in the quorum;

21.8.2 notwithstanding **Article 21.8.1** if the meeting is still inquorate then it must be adjourned to enable the voting members of the Company to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

## 22. **SECRETARY AND OFFICERS OF THE COMPANY**

22.1 Subject to the provisions of the Statutes, a secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them; provided always that no Director may hold office as secretary where such office is remunerated.

22.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

22.3 The Directors shall appoint a person to be the Managing Director of the Company on such terms and to perform such duties as the Directors shall in its absolute discretion determine from time to time and the Managing Director shall be an ex-officio member of the board of Directors and shall have the right to vote at board meetings.

22.4 The Finance Director of the AoC from time to time shall, subject to him consenting to act, be appointed by the AOC as a Director of the Company and shall have the right to vote at board meetings.

## 23. **MINUTES**

The Directors shall cause minutes to be made in books kept for the purposes:

23.1 of recording the names and addresses of all members; and

23.2 of all appointments of officers made by the Directors; and

23.3 of all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to **Article 17** including the names of Directors and members (as appropriate) present at each such meeting.

#### 24. **AUDITORS APPOINTMENT AND RE-APPOINTMENT**

24.1 Auditors must be appointed for each financial year of the Company. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the 2006 Act.

24.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed by the members in accordance with section 485(4) of the 2006 Act.

#### 25. **THE SEAL**

If the Company has a seal it shall only be used with the authority of the Directors or of a committee constituted pursuant to **Article 17** which is comprised entirely of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director whose signature shall be attested in the presence of one director and the secretary or by two directors.

#### 26. **ACCOUNTS**

No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

#### 27. **NOTICES**

27.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and sent to an address for the time being notified for that purpose to the person giving the notice.

27.2 The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member. A member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to him, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

27.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

27.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice

contained in electronic form, at the expiration of 24 hours after the time it was sent.

- 27.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

## 28. **INDEMNITIES FOR DIRECTORS**

- 28.1 Subject to the provisions of, and so far as may be permitted by, the 2006 Act but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, secretary or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, secretary or other officer of the Company.

- 28.2 The directors may buy and maintain at the cost of the Company insurance cover for or for the benefit of every director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, auditor, secretary or other officer of the Company or associated company.

- 28.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every director or other officer of the Company incurred or to be incurred:

28.3.1 in defending any criminal or civil proceedings; or

28.3.2 in connection with any application under sections 661(3), 661(4) or 1157 of the 2006 Act.

## 29. **RULES OR BYE-LAWS**

- 29.1 Subject always to **Article 8**, the Directors may from time to time make such 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, it may by such rules or bye-laws regulate:

29.1.1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have

their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

- 29.1.2 the conduct of members of the Company in relation to one another, and to the Company's servants;
- 29.1.3 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;
- 29.1.4 the procedure at general meetings and meetings of the directors and committees constituted pursuant to **Article 17** in so far as such procedure is not regulated by these Articles; and
- 29.1.5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles,

- 29.2 The Company shall have power to alter or repeal the rules or bye-laws referred to in **Article 29.1** and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye-laws made pursuant to this **Article 29** which, so long as they shall be in force, shall be binding on all members.

### 30. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

- 30.1 Where the 2006 Act permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the 2006 Act.
- 30.2 Subject to any requirement of the 2006 Act only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.