

*ANNEX A*

*THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
OF  
CAMBRIDGESHIRE HORIZONS LIMITED  
(the “Company”)*

1. **PRELIMINARY**

These Articles alone shall constitute the regulations of the Company.

2. **INTERPRETATION**

2.1 In these Articles:

2.1.1 the following expressions have the following meanings unless inconsistent with the context:

<b>“the Act”</b>	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>“these Articles”</b>	these Articles of Association, whether as originally adopted or as from time to time altered by the requisite resolution of the Member Organisations;
<b>“Board”</b>	the board of Directors, acting collectively, as constituted from time to time;
<b>“Board Approval”</b>	the approval of the Board pursuant to <b>Article 18</b>
<b>“Board Meeting”</b>	any meeting of the Board;
<b>“Board Meeting Notice”</b>	any notice convening any Board Meeting;

<b>“Business”</b>	the business of the Company as set out in the Business Plan from time to time;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in England;
<b>“Business Plan”</b>	a business plan of the Company from time to time approved with Board Approval;
<b>“clear days”</b>	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;
<b>“Code of Conduct”</b>	any code of conduct agreed from time to time with Board Approval;
<b>“Committee”</b>	any panel, committee or delivery group established pursuant to <b>Article 12</b> ;
<b>“Committee Meeting”</b>	any meeting of any Committee;
<b>“the Directors”</b>	the duly appointed directors for the time being of the Company and <b>“Director”</b> shall be construed accordingly;
<b>“General Meeting”</b>	a meeting of the Members;
<b>“Member”</b>	a member of the Company from time to time and the term <b>“Members”</b> shall be construed accordingly;
<b>“Member Organisation”</b>	the Directors appointed as directors of the

**Directors** Company from time to time by the Member Organisations pursuant to **Article 13.1** and the term **“Member Organisation Director”** shall mean any of them;

**“Member Organisations”** Cambridgeshire County Council, Cambridge City Council, East Cambridgeshire District Council, Fenland District Council, Huntingdonshire District Council and South Cambridgeshire District Council including any successor body to any of them for so long as they remain Members and **“Member Organisation”** shall mean any of them;

**“Policies”** the contract and financial rules, regulations and policies to which the Company is subject from time to time in a form approved by the Member Organisations;

**“the Seal”** the common seal of the Company (if any);

**“Secretary”** the secretary of the Company from time to time or any other person appointed from time to time to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**“the United Kingdom”** Great Britain and Northern Ireland; and

2.1.2 the headings are for ease of reference only and are not to be taken into account in the interpretation of the Article to which they refer;

2.1.3 words importing the singular meaning where the context so admits include the plural meaning and vice versa;

- 2.1.4 words of one gender include both other genders and words denoting natural persons include corporations and firms and all such words are to be construed interchangeably in that manner;
  - 2.1.5 references to any enactment, order, regulation or instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, modified, extended re-enacted or replaced by any subsequent enactment, order, regulation or instrument; and
  - 2.1.6 the words “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.
- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force on the date of adoption of these Articles.
3. **PRIVATE COMPANY**
- 3.1 The Company is a private company limited by guarantee within the meaning of section 1 of the Act.
- 3.2 The Company’s objects (the “**Objects**”) are to assist, promote, encourage, develop and secure the sustainable growth of Cambridgeshire in keeping with the nationally, and locally agreed strategic plans where such activity appears to the Company to facilitate or be conducive to such sustainable growth and without prejudice to the generality of the foregoing to:
- 3.2.1 drive forward and accelerate the programme of infrastructure and sustainable development pursuant to the agreed plans for Cambridgeshire;
  - 3.2.2 ensure the delivery of the Cambridgeshire strategy for Affordable Housing;
  - 3.2.3 co-ordinate funding streams from various sources including, without limitation, the Government, Section 106 and Community Infrastructure Levy arrangements, Private Finance Initiative and the Private Sector;
  - 3.2.4 secure the highest possible quality standards in terms of design, materials, workmanship and environment in the delivery of specific projects for the growth of Cambridgeshire to achieve sustainability; and
  - 3.2.5 promote the business of the Company and ensure the involvement of wider stakeholders and the public in community and infrastructure development.

- 3.3 The Company shall have power to do all things as may be necessary, incidental or conducive to the attainment of the Objects or any of them, provided that (a) any such powers may only be exercised in promoting the Objects, and (b) nothing in this clause 3 will permit the Company to do anything that the Members who are Local Authorities (as defined in the Local Authority Government and Housing Act 1989) do not have the legal powers to do.
- 3.4 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company, provided that nothing in these Articles shall prevent any payment in good faith by the Company:
- 3.4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board) for any services rendered to the Company;
  - 3.4.2 of interest on money lent by any Member or Director;
  - 3.4.3 of reasonable and proper rent for premises demised or let by any Member or Director;
  - 3.4.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Member or Director may also be a member; or
  - 3.4.5 to any director reasonable out-of-pocket expenses properly incurred in connection with the Business or undertaking of the Company subject to the Company's Articles of Association.
- 3.5 The liability of each member is limited to £1.00 being the amount each Member undertakes to contribute to the assets of the Company in the event of its being wound up while it is a Member or within one year after he ceases to be a Member, for:
- 3.5.1 Payment of the Company's debts and liabilities contracted before he ceases to be a Member;
  - 3.5.2 Payment of the costs, charges and expenses of winding up; and
  - 3.5.3 Adjustment of the rights of the contributories amongst themselves.

#### 4. **MEMBER ORGANISATIONS**

- 4.1 The Company must keep a register of Member Organisations as required by the Act.
- 4.2 The subscribers to the Company's memorandum of association and such other persons as are admitted to the membership of the Company in accordance with these Articles shall be Members. No person shall be admitted as a Member without the approval of all of the Member Organisations. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Directors may from time to time require to be executed by him agreeing to be bound by these Articles and, being so admitted, his name, shall be entered in the register of Member Organisations of the Company.
- 4.3 The Member Organisations shall have an absolute discretion in determining whether to accept or reject any application for membership in the Company and shall not be bound to assign any reason for their decision.
- 4.4 A person shall automatically cease to be a Member in the event of:
- 4.4.1 such person giving notice of retirement from the Company; or
  - 4.4.2 such person passing a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of such person) or a court makes an order to that effect; or
  - 4.4.3 such person becoming or being declared insolvent or convening a meeting of or making or proposing to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed in relation to the whole or any part of the assets or undertaking of such person or any analogous step is taken in connection with such person's insolvency or dissolution; or
  - 4.4.4 all of the Member Organisations agreeing to the removal of that person as a Member.
- 4.5 The minimum numbers of Members shall be one and there shall be no limit on the maximum number of Members.
- 4.6 Save as may be required by operation of law in respect of any Member membership of the Company shall not be transferable.

4.7 Each Member shall use all reasonable endeavours not to place itself in a position where its own interests conflict or may conflict with the interests of the Company and the interests of the Members as a whole.

## 5. GENERAL MEETINGS

5.1 The Directors may call General Meetings and must call a General Meeting if they receive a requisition by the Members in accordance with the Act.

## 6. NOTICE OF GENERAL MEETINGS

6.1 General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called at shorter notice if it is so agreed in accordance with section 307(5) of the Act. The notice shall specify the time and place of the General Meeting and the nature of the business to be transacted.

6.2 Notices of and other communications relating to any General Meeting which any Member is entitled to receive shall also be sent to the Directors and to the auditors for the time being of the Company.

6.3 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any person entitled to receive such notice shall not invalidate the proceedings (including any resolution passed) at that General Meeting.

## 7. PROCEEDINGS AT GENERAL MEETINGS

7.1 Subject to **Article 7.2**, no business shall be transacted at any General Meeting unless a quorum of Members is present. A quorum shall be 4 Member Organisations present in person (as represented by their duly authorised representatives).

7.2 If a quorum is not present within half an hour from the time appointed for any General Meeting, then such General Meeting shall be deemed to be inquorate and will be adjourned to the same day and time in the next following week at the same place or to such other day and at such other time and place as the Board may determine. As much notice as reasonably possible shall be given to Members of such adjourned General Meeting. If at such adjourned General Meeting, a quorum is not present within half an hour from the time appointed for such adjourned General Meeting then the Members present shall be a quorum.

- 7.3 Each Member Organisation shall be entitled for so long as it remains a member of the Company, to appoint an authorised representative to attend, speak and vote on its behalf at General Meetings and reference to “Member Organisation” and “Member” in these Articles will be construed accordingly.
- 7.4 The Member Organisations shall, by a majority vote, elect a chairperson from time to time to preside as chair at every General Meeting (the “Chairperson”) but if he shall not be present at the time appointed for holding the same or is otherwise unable or unwilling to do so, the Member Organisations present at such General Meeting shall elect one of their number to preside. The Chairperson shall be a member of the Board, and shall also be the chairperson of the Board.
- 7.5 A Director, notwithstanding that he is not a Member, shall be entitled to attend and speak at any General Meeting (but, for the avoidance of doubt, shall not count towards the quorum for such General Meeting and shall not be entitled to vote at such General Meeting).
- 7.6 The Chairperson may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by such meeting), adjourn such General Meeting from time to time and from place to place, but:
- 7.6.1 as much notice as reasonably possible shall be given to Members of such adjourned General Meeting; and
- 7.6.2 no business shall be transacted at any adjourned General Meeting other than the business which might properly have been transacted at that General Meeting had the adjournment not taken place.
- 7.7 Any Member may participate in a General Meeting by means of a conference telephone or similar communications system whereby all persons participating in that General Meeting can hear and address each other and participation in a General Meeting in this manner shall be deemed to constitute presence at that General Meeting for all purposes including that of establishing a quorum. A General Meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled. In the absence of such a group the location of the Chairperson shall be deemed to be the place of the General Meeting.
- 7.8 Subject to the approval of the Chairperson, any Member Organisation shall be entitled to invite relevant third parties (including by way of example consultants or professional contractors who are from time to time involved in providing services to the Member Organisations or any of them) to attend any General Meeting where

such attendance is deemed worthwhile or necessary to the matters before such General Meeting (provided always that such relevant third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company). For the avoidance of doubt, no such relevant third party shall count in the quorum or be entitled to vote at any General Meeting.

7.9 All General Meetings shall be held at a location convenient to the Member Organisations or a majority of them.

## **8. VOTES OF MEMBER ORGANISATIONS**

8.1 At any General Meeting a resolution put to the vote of such General Meeting shall be decided on a show of hands unless before, or immediately 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 by the Chairperson or by at least two Member Organisations having the right to vote at such General Meeting.

8.2 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been 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 General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

8.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson 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. A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be Member Organisations) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8.4 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall not be entitled to a casting vote in addition to any other vote which he may have.

8.5 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

8.6 On a show of hands and on a poll each Member present in person shall have one vote.

9. **NUMBER OF DIRECTORS**

The number of Directors shall be not less than two and not more than eight.

10. **ALTERNATE DIRECTORS**

None of the Directors shall be entitled to appoint an alternate for the purpose of voting. However, in the event that any Member Organisation Director is unable to attend any Board Meeting, that Member Organisation shall be entitled to send a substitute to speak at the Board meeting. More generally, in the event that any Director is unable to attend any Board Meeting but has any concern, issue or point he would like to raise at such Board Meeting in respect of any matter on the agenda or otherwise proposed to be discussed at such Board Meeting (“Issue”), that Director shall be entitled to give notice to the Chairperson of the Issue and the Chairperson will ensure that, wherever possible, notice of the Issue is circulated to the other Directors prior to such Board Meeting and he shall in any event take steps to bring the Issue to the attention of the other Directors at such Board Meeting so that the Issues may be considered and discussed by the Chairperson and the other Directors.

11. **POWER OF DIRECTORS**

11.1 Subject to these Articles (including **Article 18**) the Act, the Policies and any resolutions passed from time to time by the Members, the business of the Company shall be managed by the Board and it may exercise all such powers of the Company and do so on behalf of the Company all such acts as may be exercised and done by the Company.

11.2 In the event of any dispute as to whether any activity has been delegated to the Board, such dispute shall be referred to the Member Organisations.

11.3 No alteration of these Articles shall invalidate any act of the Board prior to such alteration which would have been valid if such alteration had not been made.

12. **DELEGATION OF DIRECTORS’ POWERS**

The Board may establish panels, committees or delivery groups to deal with any matters it shall deem appropriate provided that the proceedings of any such panels, committees or delivery groups shall be governed by the provisions of these Articles insofar as they apply to the Board.

13. **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 13.1 Each Member Organisation shall be entitled (for so long as it remains a Member) to appoint and remove one Director and if any Member Organisation Director is removed from the Board pursuant to these Articles, the Member Organisation which appointed such Member Organisation Director shall be entitled to appoint another person to take such removed Member Organisation Director's place.
- 13.2 Other persons may from time to time be appointed as Directors by an ordinary resolution of the Members provided that at least three quarters in number of the Member Organisations shall have voted in favour of that resolution.
- 13.3 Any appointment or removal of a Member Organisation Director shall be effected by an instrument in writing signed by or on behalf of the relevant Member Organisation and shall take effect upon lodgement with the Company at its registered office or on delivery to a meeting of the Board (as the case may be).
- 13.4 Such non-voting observers or attendees as a majority of the Directors may from time to time agree, shall be entitled to attend Board Meetings in a non-voting observer role.
- 13.5 The Board's chair shall be such person appointed from time to time by the Member Organisations as Chairperson pursuant to article 7.4 and, unless he or she is unable or unwilling to do so, he or she shall preside at every Board Meeting at which he or she is present. If the Chairperson is not present or is otherwise unable or unwilling to preside at any Board Meeting, the Directors present shall decide who shall act as chair for the purposes of such Board Meeting.

14. **NO RETIREMENT BY ROTATION**

Save as otherwise provided in these Articles, the Directors shall not be liable to retire by rotation.

15. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

The office of a Director shall be vacated immediately if:

- 15.1 he ceases to be a Director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a Director; or
- 15.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- 15.3 he is, or may be, suffering from mental disorder and either:
- 15.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
  - 15.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 15.4 he resigns his office by notice to the Company; or
- 15.5 he shall for more than six consecutive months have been absent without having obtained permission from the Chairperson from Board Meetings held during that period and the Board resolves that his office be vacated. The Chairperson will not unreasonably withhold his permission pursuant to this **Article 15.5**; or
- 15.6 he is subject to a term of imprisonment of any duration; or
- 15.7 the Member of which the Director is an employee, officer or member ceases to be a Member; or
- 15.8 he ceases to be an employee, officer or member of a Member.

## 16. **REMUNERATION AND EXPENSES**

No Director will be entitled to any remuneration or reimbursement of expenses from the Company in connection with the performance of his or her duties for the Board (including but not limited to his or her attendance at Board Meetings or Committee Meetings), unless the Member Organisations shall otherwise agree.

## 17. **PROCEEDINGS OF THE DIRECTORS**

17.1 Subject to the provisions of these Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit.

17.2

The quorum for the transaction of business of the Board shall be 4 Directors of which for so long as there are at least 6 Member Organisation Directors in office at least 4 will be Member Organisation Directors;

- 17.3 If a quorum is not present within half an hour from the time appointed for any Board Meeting then such Board Meeting shall be deemed to be inquorate and will be adjourned to the same day and time in the next following week at the same place. If a quorum is not present within half an hour from the time appointed for any adjourned Board Meeting then the Directors present will constitute a quorum.
- 17.4 The Board shall meet as often as the Directors shall from time to time determine is necessary.
- 17.5 Either the Chairperson or any 2 Directors may requisition a Board Meeting at such time as he or they (as the case may be) may agree with the other Directors or, in the absence of such agreement, by giving to the other Directors not less than 10 Business Days' notice, such notice to specify the date, time and reasonable details of the matters proposed to be discussed at the Board Meeting. Any Director may convene a Board Meeting where in such Director's reasonable opinion the interests of the Company would be adversely affected if a matter was not brought before the Board as a matter of urgency and such Director shall give not less than 10 Business Days notice of such Board Meeting or such shorter period of notice as the Chairperson may expressly agree.
- 17.6 At least 10 Business Days' notice must be given to each Director before each Board Meeting and Committee Meeting respectively unless the Chairperson in his sole discretion determines that it is necessary to call a Board Meeting or Committee Meeting (as the case may be) on shorter notice. At least 5 Business Days before each Board Meeting or Committee Meeting (as applicable) the Directors or members of the relevant Committee shall be given copies of any documents which are to be discussed at such Board Meeting or Committee Meeting (as the case may be).
- 17.7 Notice of every Board Meeting shall be given to each Director and notice of every Committee Meeting shall be given to the members of the relevant Committee including Directors or members of the relevant Committee who may for the time being be absent from the United Kingdom but who have given the Company an address within the United Kingdom for service. Without prejudice to **Article 23.2** each notice shall set out reasonable details of the matters to be discussed at such Board Meeting or Committee Meeting (as the case may be).
- 17.8 Any Director may participate in any Board Meeting or a Committee Meeting of which he is a member by means of a conference telephone or similar communications system whereby all persons participating in such Board Meeting or

Committee Meeting can hear and address each other and participation in a Board Meeting or Committee Meeting in this manner shall be deemed to constitute presence at such Board Meeting or Committee Meeting for all such purposes including that of establishing a quorum. A Board Meeting or Committee Meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled or, if there is no such group, where the Chairperson then is (in the case of a Board Meeting) or the chair of the Committee Meeting then is (in the case of a Committee Meeting).

- 17.9 The continuing Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies, or of calling a General Meeting.
- 17.10 All acts done by any Board Meeting or Committee Meeting, 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.
- 17.11 Subject to the provisions of the Act and the Code of Conduct, and provided that he has disclosed to the other Directors the nature and extent of any interest of his, a Director notwithstanding his office:
- 17.11.1 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;
- 17.11.2 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;
- 17.11.3 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; and
- 17.11.4 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;

- 17.12 For the purposes of **Article 17.11**:
- 17.12.1 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;
- 17.12.2 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
- 17.12.3 an interest of a person who is for any purpose of the 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.
- 17.13 The Code of Conduct shall govern the declaration of interests by Directors and the entitlement of Directors to attend and vote at Board Meetings.
- 17.14 A resolution in writing, signed by all the Directors entitled to receive notice of a Board Meeting or Committee Meeting shall be as valid and effectual as if it had been passed at a Board Meeting or Committee Meeting 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 relevant Committee (as the case may be). An e-mail or other electronic communication sent by a Director which sets out the text of a resolution and contains a statement to the effect that a Director agrees to that resolution and which has been sent to the Company shall be valid for this purpose.
- 17.15 Subject to the prior approval of the Board, any Director shall be entitled to invite relevant third parties to attend any Board Meeting where such attendance is deemed worthwhile or necessary to the matters before the Board Meeting, provided that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company. For the avoidance of doubt, no such third party shall count in the quorum or be entitled to vote at any Board Meeting.
- 17.16 Board Meetings shall be held at a location reasonably convenient to all or a majority of the Directors.
- 17.17 Each Director present at a Board Meeting will be deemed to have received notice of such Board Meeting and of the purpose(s) for which it was convened. The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by,

any person entitled to receive such notice shall not invalidate the proceedings (including any resolution passed) at that General Meeting.

## 18. **VOTE OF DIRECTORS**

18.1 Subject to **Articles 17.13** and **17.14** each Director shall have one vote on each resolution considered by the Board.

18.2 In the case of an equality of votes of the Directors, the Chairperson will not be entitled to a casting vote in addition to any other vote which he may have.

## 19. **RESTRICTIONS**

The Company will be operated within the parameters set by any Business Plan provided that Board Approval will be required prior to any action being taken in respect of any matter which is or would reasonably be regarded as being outside such parameters.

## 20. **SECRETARY**

Subject to the provisions of the Act and this **Article 20**, the Secretary shall be appointed by the Board for such term and such remuneration (if any) and upon such conditions as it thinks fit, and any person so appointed as Secretary may be removed by the Board. The Secretary will not be a Director but shall attend Board Meetings in a non-voting capacity for the duration of his or her appointment pursuant to this **Article 20**. Until the first Secretary is appointed by the Board, the Member Organisations shall be entitled to appoint a person to act as the Secretary.

## 21. **MINUTES**

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

21.1.1 of recording the names and addresses of all Member Organisations; and

21.1.2 of all appointments of the Directors and the Secretary; and

21.1.3 of all proceedings at General Meetings, Board Meetings and Committee Meetings including the names of Member Organisations, Directors and members of the relevant Committee (as appropriate) present at each such meeting.

21.2 Copies of all minutes shall be sent promptly to all Directors and Member Organisations.

22. **THE SEAL**

If the Company has a seal it shall only be used with the authority of the Directors or of a Committee 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 and by the Secretary or another Director.

23. **NOTICES**

23.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing.

23.2 Each Board Meeting Notice will contain an agenda with details of each matter to be considered at the Board Meeting to which such Board Meeting Notice relates which are reasonably sufficient to enable the Member Organisation Directors to fully understand the nature of such matter and the proposed resolution on such matter.

23.3 The Company may give notice to any person pursuant to these Articles either personally or by sending it by first class post in a pre- paid envelope addressed to such person at its registered address (or to such address notified from time to time to the Secretary) or by leaving it at that address, or (if it has no registered address within the United Kingdom) to or at the address, if any, within the United Kingdom supplied by it to the Company for the giving of notices to it, but otherwise, no such person shall be entitled to receive any notice from the Company. Notices may be sent by e-mail to such e-mail addresses as may have been provided from time to time by the intended recipient to the Secretary.

23.4 Where a notice is sent:

23.4.1 personally, that notice will be deemed to have been given at the time of delivery;

23.4.2 by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 2 Business Days after the envelope containing the same is posted;

23.4.3 by e-mail, that notice will be deemed to be given within 24 hours after sending provided that no notification informing the sender that the message has not been delivered has been received by the sender and that a

confirming copy is sent by first-class post in a pre-paid envelope addressed to the intended recipient within 24 hours after sending.

- 23.5 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 Member Organisations 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 seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- 23.6 A copy of each Board Meeting Notice will be served on each Member Organisation at the same time as such Board Meeting Notice is served on the Directors.

#### 24. **WINDING UP**

If, upon the winding up or dissolution of the Company, there remains, after satisfaction of all debts and liabilities of the Company, any property or operating surplus whatsoever, the same shall be paid to or distributed among the then current Members on such terms as the then current Members shall agree at such time.

#### 25. **INDEMNITY**

- 25.1 In the lawful execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Director or other officer of the Company who is sought to be made liable.

25.2 The Directors shall have power to purchase and maintain at the expense of the Company for the benefit of any Director, officer or auditor of the Company insurance against any such liability as is referred in section 532(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him for loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer or auditor.