

ANNEX B

DATED

2012

- (1) CAMBRIDGESHIRE COUNTY COUNCIL
- (2) CAMBRIDGE CITY COUNCIL
- (3) EAST CAMBRIDGESHIRE DISTRICT COUNCIL
- (4) FENLAND DISTRICT COUNCIL
- (5) HUNTINGDONSHIRE DISTRICT COUNCIL
- (6) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL
- (7) CAMBRIDGESHIRE HORIZONS LIMITED

**MEMBERS' AGREEMENT
RELATING TO CAMBRIDGESHIRE
HORIZONS LIMITED**

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SCHEDULE 5

Matters Requiring Member Approval

1. Save as provided in the Articles, the removal of any Member Organisation as a member of the Company.
2. the admission of any person as a member of the Company.
3. The making of any variation to the Articles.
4. The making of any petition or resolution to wind-up the Company or any application for administration or giving any notice of intention to an administrator unless in any case the Company is at the relevant time insolvent and the Directors reasonably consider (taking into account their fiduciary duties) that the Company ought to be wound-up.
5. The amalgamation or merger of the Company with any other company or business undertaking, the formation of any subsidiary by the Company, the acquisition by the Company of any shares in any company or any business or undertaking of any person or the participation by the Company in any legal partnership or joint venture (whether incorporated or not).
6. The making of any loan or the granting of any credit (other than in the normal course of trading) or the giving of any guarantee by the Company.
7. Save as otherwise provided in or pursuant to this Agreement, the taking of any loan, borrowing or credit by the Company.
8. The giving by the Company of any guarantee, suretyship or indemnity to secure the liabilities of any person or the assumption by the Company of the obligations of any person.
9. The entering into by the Company of any arrangement, contract or transaction that is outside the normal course of the Business and/or otherwise than on arm's length terms.
10. Save as provided in **clause 9.2**, the appointment and removal of any person as a Director.

SCHEDULE 6

Matters Requiring Approval of all Member Organisation Directors

1. The approval of each Business Plan and the making of any material variation to such Business Plan.
2. The carrying on of any business in addition to or instead of the Business.
3. The defraying of any monies other than for the purposes of or in connection with the carrying on of the business of the Company.
4. The entering into of any contracts or arrangements by the Company with any Member Organisation.
5. Save as included in any Business Plan during the Accounting Year to which such Business Plan relates:
 - 5.1 the sale, lease (as lessor), licence (as licensor), transfer or other disposal of any tangible or intangible asset.
 - 5.2 the purchase or other acquisition of any tangible or intangible asset.
 - 5.3 the acquisition or agreement to acquire any freehold or leasehold interest in or licence over land.
 - 5.4 the entering into of any contract with a cost to the Company.
 - 5.5 the incurring of any item or series of items of expenditure.
6. The creation of any encumbrance over any tangible or intangible asset (including any mortgage, charge, pledge, option, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set-off or any security interest whatsoever and howsoever created or arising).
7. The appointment of any person as a Director pursuant to **clause 11.4**.
8. The approval of the Policies and any material variation to the Policies (or any of them).

SCHEDULE 7

Matters Requiring Majority Board Approval

1. Subject to this Agreement and the Articles, the appointment or removal of any Director, the Board's Chair, the Chief Executive, the Company Secretary, the auditors to the Company or the bankers to the Company.
2. Subject to this Agreement and the Articles, the determination of the terms of appointment of any Director, the Board's Chair, the Chief Executive or the Company Secretary.
3. The approval of terms of reference for any Chief Executive appointed by the Board.
4. The making of any variation to any Policy.
5. The determination of the remuneration of any Director entitled to remuneration and the terms upon which such remuneration will be payable.
6. the alteration of the name of the Company, the registered office of the Company, the Accounting Date, the place of business of the Company.
7. The use of any trading name, design or logo in connection with the Business.
8. The opening or closing of any bank account of the Company.
9. The making of any election to waive the VAT exemption in respect of any property.
10. The adoption of any standard terms of business for use with third parties.
11. If applicable, the establishment of or amendment to any pension scheme or any death, retirement, profit sharing, bonus or other scheme for the benefit of any employees of the Company.
12. The agreement to remunerate any Member Organisation, Director or officer of the Company.
13. The institution or threat to institute any legal proceedings in respect of the Company (other than debt recovery proceedings in the ordinary course of business).
14. The settlement or compromise of any legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or the submission to arbitration of any dispute involving the Company.

15. If applicable the application to HM Customs & Excise to treat the Company as a member of a group registration for value added tax purposes.
16. The application by the Company of any reserves or other funds in pursuance of its Objects in the ordinary course, subject always to the other terms of this Agreement.
17. The approval of any matter falling outside the parameters of any Business Plan

