
Dated: 14 November 2017

**Articles of Association
of
Association of Colleges**

as adopted by special resolution passed on 14 November 2017

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1. **PRELIMINARY**

In these Articles:

1.1 the following shall bear the following meanings if not inconsistent with the subject or context:

"these Articles"	means these articles of association and the regulations of the Company from time to time;
"associated company"	means any subsidiary or holding company of the Company or any other subsidiary of the Company's holding company;
"the Board"	mean the board of directors for the time being of the Company;
"the Board Chair"	mean the chair for the time being of the Board;
"Chair"	means the chair or other equivalent duly authorised member of the governing body of an Institution (but excluding any member of such governing body who is for the time being an employee or student of the relevant Institution);
"Chief Executive"	means the chief executive of the Company from time to time appointed by the Board under Article 13 ;
"communication"	means the same as in the Electronic Communications Act 2000;
"the Company"	means the Association of Colleges (3216271);
"Director"	means a member of the Board from time to time;
"the East Region"	means Buckinghamshire, Bedfordshire, Hertfordshire, Essex, Suffolk, Cambridgeshire and Norfolk and any subsequent amalgamation, division, re-organisation or successor thereof;
"the East Midlands Region"	means Northamptonshire, Leicestershire, Rutland, Derbyshire, Lincolnshire and Nottinghamshire and any subsequent amalgamation, division, re-organisation or successor thereof;
"electronic communication"	means the same as in the Electronic Communications Act 2000;
"Finance Director"	means the finance director of the Company (or person of equivalent status or title) as appointed from time to time by the Board under Article 20 ;
"Governor"	means a member (including without limitation a Chair) of the governing body of an Institution (but excluding any member of such governing body who is for the time being an employee or student of the relevant Institution);
"Governors' Council"	means the Governors' Council (if any) established pursuant to Article 22.2 ;
"Institutions"	means: (a) such institutions in the further education sector in England 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 Learning and Skills Council or any successor body or bodies and as shall satisfy such other criteria for Membership as the Board shall from time to time determine;

- (b) such institutions in the further education sector in Wales 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 National Assembly for Wales or any successor body or bodies and as shall satisfy such other criteria for Membership as the Board shall from time to time determine; and
- (c) such institutions in the further education sector in Scotland as shall from time to time be eligible to receive support from funds administered by the Scottish Further and Higher Education Funding Council or any similar body or bodies and as shall satisfy such other criteria for Membership as the Board shall from time to time determine; and
- (d) such institutions in the further education sector in Northern Ireland as shall from time to time be eligible to receive support from funds administered by the Department for Employment and Learning in Northern Ireland or any similar body or bodies and as shall satisfy such other criteria for Membership as the Board shall from time to time determine;

(and **"Institution"** means any one of them);

"the London Region"

means the City of London and the London Boroughs of Barking and Dagenham, Barnet, Bexley, Brent, Bromley, Camden, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington and Chelsea, Kingston upon Thames, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond upon Thames, Southwark, Sutton, Tower Hamlets, Waltham Forest, Westminster and Wandsworth and any subsequent amalgamation, division, re-organisation or successor thereof;

"Member"

means unless otherwise stated and as the context admits or requires, a member of the Company;

"Month"

means a calendar month;

"the North East Region"

means Middlesbrough, Stockton-on-Tees, Redcar and Cleveland, Hartlepool, Durham, Tyne and Wear and Northumberland and any subsequent amalgamation, division, re-organisation or successor thereof;

“the North West Region”	means Cheshire, City of Liverpool, Greater Manchester, Lancashire and Cumbria and any subsequent amalgamation, division, re-organisation or successor thereof;
“the Office”	means the registered office of the Company;
“President”	means the President of the Company elected by the Members in accordance with these Articles;
“Principal”	means the principal, chief executive, director or rector, or person of equivalent status or title in overall charge as chief executive of an Institution;
“Regional Institutions”	means in respect of a Region, every Institution in that Region;
“Regional Representatives on the Board”	means those members of the Board who have been elected or appointed by Regional Institutions;
“the Regions”	means collectively the South West Region, the South East Region, the London Region, the East Region, the East Midlands Region, the West Midlands Region, the Yorkshire and Humberside Region, the North West Region and the North Region (as they may be varied or amended from time to time by the Board) and references to a “Region” are references to any of the Regions individually;
“Relevant Constituency”	means in the case of the election of a member of the Board to represent a Region, the relevant Regional Institutions which are Members at the date of the commencement of the relevant nomination and election process;
“the Seal”	means the common seal of the Company (if any);
“the Secretary”	means the secretary for the time being of the Company and any person appointed by the Board from time to time to perform any of the duties of the Secretary;
“the South East Region”	means Isle of Wight, Hampshire, East Sussex, West Sussex, Kent, Surrey, Berkshire and Oxfordshire and any subsequent amalgamation, division, re-organisation or successor thereof;
“the South West Region”	means Cornwall, Devon, Dorset, Somerset, Wiltshire and Gloucestershire and any subsequent amalgamation, division, re-organisation or successor thereof;
“the Statutes”	means the Companies Acts as defined in section 2 of the Companies Act 2006, the Further and Higher Education Act 1992, the Learning and Skills Act 2000 and every statutory modification, amendment or re-enactment thereof for the time being in force;
“the United Kingdom”	means Great Britain and Northern Ireland;
“the West Midlands Region”	means Hereford and Worcestershire, Warwickshire, West Midlands, Shropshire and Staffordshire and any subsequent amalgamation, division, re-organisation or successor thereof;
“working day”	means any day not being a Saturday, Sunday, public

or bank holiday in England;

“writing”

means written or produced by any substitute for writing, including references to printing, lithography, photography, xerography and other modes of representing or reproducing words and/or figures in a visible form, or partly written or so produced but excluding email;

“Year”

means a calendar year;

“the Yorkshire and Humberside Region”

means South Yorkshire, North Lincolnshire, North East Lincolnshire, Kingston upon Hull, West Yorkshire, City of York, East Riding of Yorkshire and North Yorkshire and any subsequent amalgamation, division, re-organisation or successor thereof.

- 1.2 words importing the single number only shall include the plural number and vice versa;
- 1.3 words importing the masculine gender only shall include the feminine gender;
- 1.4 words importing persons shall include corporations;
- 1.5 reference herein to any provision of the Statutes shall be construed as a reference to such provision as modified or re-enacted by any statute for the time being in force; and
- 1.6 save as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

2. NAME

The name of the Company (hereinafter referred to as **“the Company”**) is **“Association of Colleges”**.

3. REGISTERED OFFICE

The registered office of the Company will be situated in England.

4. OBJECTS AND POWERS

4.1 The objects for which the Company is established are:

- 4.1.1 to promote, advance and protect the interests of 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;
- 4.1.2 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;
- 4.1.3 to formulate policies on any matter affecting or assuming to the Company to be relevant to Further and Higher Education;
- 4.1.4 to carry on the activities of an employers' association as a forum within which representatives of Colleges can discuss and negotiate a national framework of salaries and conditions of service for staff and employees of the Colleges and more generally within which such representatives can establish a framework of industrial/employee relations for Colleges; and

- 4.1.5 to provide opportunities for the bodies described in **Article 4.1.1** to confer with and ascertain the views of Colleges and Others and to foster links between Colleges and Others.
- 4.2 And in furtherance of the above objects but not otherwise the Company shall have the following powers:
- 4.2.1 to carry on any of the activities of advisors to Colleges on employment law, custom and practice, health and safety at work, management, organisation, planning and procedures, training of staff and employees, accountancy practice and procedures 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 in or wish to engage in litigation which relates to salaries, terms and conditions of service, and cognate matters of employees, 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;
- 4.2.2 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 situated;
- 4.2.3 to provide information, advice and assistance to Colleges or any of their representatives, on any aspect of educational affairs, including administrative and financial matters relating to or connected with education;
- 4.2.4 to provide information concerning Colleges, their work, organisation and objectives, and the courses and facilities provided by them;
- 4.2.5 to purchase, take on lease or on exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections;
- 4.2.6 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; and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and immediate dependants;
- 4.2.7 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;
- 4.2.8 to invest and deal with the monies of the Company not immediately required for its purposes in or upon such investments, securities or property or otherwise as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject as herein provided;
- 4.2.9 subject to such consents as may be required by law, to borrow or raise money in such manner and upon such terms as the Company shall think fit, and in particular upon the security by way or mortgage, charge, debenture or otherwise of all or any part of the property of the Company;
- 4.2.10 subject to such consents as may be required by law, to sell, manage, develop, let, mortgage, or otherwise deal with or turn to account all or any part of the property, assets, rights and privileges of the Company;
- 4.2.11 to arrange and provide for or join in arranging and providing for the holding of conferences, training courses, exhibitions, meetings, lectures and classes;
- 4.2.12 to establish and support and aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes;

- 4.2.13 to solicit and procure by any lawful means and to take, accept and receive any subscription annuity, gift of money, property or other assets whether subject to any special trust or not, for the objects of the Company;
- 4.2.14 to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Company not required for the purposes of the Company to any charitable body having objects similar to those of the Company;
- 4.2.15 to apply for, promote and obtain or join in applying for promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or Licence of any authority, necessary or desirable for the furtherance or realisation of any of the objects or purposes of the Company and to take all such steps and proceedings, and to do all such acts and things either alone or jointly with others, whether by opposing applications or proceedings or otherwise, as shall be necessary or expedient to protect the interests of the Company;
- 4.2.16 to federate or amalgamate with, affiliate or become affiliated to any body having objects similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of **Article 5** and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body, which the Company may lawfully acquire or undertake;
- 4.2.17 to promote or assist in promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company, or for the purpose of carrying on all or any activities which the Company is authorised to carry on Provided that such company or companies have objects similar to those of the Company; and
- 4.2.18 to do all such other lawful things as are necessary to the attainment of the above objects or purposes.

And throughout this article the word "body" includes any association, institution or aggregate of persons, whether incorporated or unincorporated, and whether of a voluntary nature or otherwise and unless inconsistent with the context words importing the plural include the singular and vice versa

Provided that:

- (a) in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (b) in case the Company shall take or hold any funds provided by or through the medium of a Crown or government body the Company shall only deal with or invest the same in such manner as embodied from time to time in the appropriate grant conditions and financial memoranda;
- (c) the objects of the Company shall not extend to the regulation of relations between workers and employees which would have the effect of making the Company a trade union.

5. APPLICATION OF ASSETS

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and (subject to **Article 5.4**) no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to Members of the Company and no Member of the Company nor Board of Management shall be appointed to any office of the Company paid by salary in moneys worth from the Company Provided that nothing herein shall prevent any payment in good faith by the Company:

- 5.1.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

- 5.1.2 of interest on money lent by any Member of the Company or Board of Management at a rate not exceeding 2% less than the base lending rate prescribed for the time being by the bank appropriate to the Company or 3% whichever is the greater;
 - 5.1.3 of reasonable and proper rent for premises demised or let by any Member of Company or Board member;
 - 5.1.4 of fees; remuneration or other benefit in money or money's worth to a company of which a Member of the Company or Board member may be a member for any services rendered to the Company;
 - 5.1.5 of any Member of the Company or Board member of reasonable out of pocket expenses;
 - 5.1.6 of premiums for the insurance of any Board member or officer of the Company against any liability as permitted by these Articles.
- 5.2 The liability of the Members is limited.
- 5.3 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.
- 5.4 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 Members (as defined in these Articles) 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:
- 5.4.1 first in repayment of the subscriptions paid to the Company by the Members in the accounting reference period of the Company during which the date of dissolution falls ("**accounting reference period A**");
 - 5.4.2 second in repayment of the subscriptions paid to the Company by the Members in the accounting reference period ("**accounting reference period B**") immediately preceding accounting reference period A;
 - 5.4.3 third in repayment of the subscriptions paid to the Company by the Members in the accounting reference period ("**accounting reference period C**") immediately preceding accounting reference period B;
 - 5.4.4 fourth in repayment of the subscriptions paid to the Company by the Members in the accounting reference period ("**accounting reference period D**") immediately preceding accounting reference period C;
 - 5.4.5 fifth in repayment of the subscriptions paid to the Company by the Members in the accounting reference period ("**Accounting Reference Period E**") immediately preceding accounting reference period D;
 - 5.4.6 sixth in repayment of the subscriptions paid to the Company by the Members in the accounting reference period immediately preceding accounting reference period E but excluding any subscriptions paid before the commencement of the Relevant Period.
- 5.5 If in any of the cases referred to in **Articles 5.4.1 to 5.4.6** inclusive above there are insufficient assets to repay all the subscriptions referred to in that article, such surplus assets shall be apportioned amongst the Members who paid subscriptions to the Company during the relevant accounting reference period (or the relevant part thereof) referred to in that article in proportion to the amount of the subscriptions paid by each such Member in that accounting reference period or the relevant part thereof.

5.6 If after making all of the repayments referred to in **Articles 5.4.1 to 5.4.6** inclusive above there remains any unallocated surplus assets, the same shall be distributed equally amongst the Members at the time of dissolution of the Company.

6. MEMBERSHIP

6.1 Such Institutions as the Board shall admit to membership from time to time shall be the members of the Company. The Board shall have an absolute discretion to refuse to admit any Institution to membership without giving any reason for such refusal. No person, company, entity or other organisation which is not an Institution shall be eligible for membership of the Company.

6.2 The Board may introduce in its absolute discretion such additional qualifications for membership as it may from time to time determine and may require existing Members to meet or adhere to them as a condition of continuing membership.

6.3 An Institution shall be entitled to be considered for membership upon the Principal of that Institution signing an application for membership on behalf of such Institution, agreeing to become a Member and setting out such other particulars as the Board shall require, or completing such other application process as the Board shall reasonably determine from time to time as being appropriate.

6.4 Unless otherwise provided by the Board, any Member shall cease automatically to be a Member upon ceasing to be an Institution.

6.5 Each Member hereby appoints its Principal and/or Chair from time to time to represent it at general meetings of the Company.

6.6 In each year the Board 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 Board or otherwise agreed by the Board from time to time.

6.7 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 Board and continue to abide by this provision in the event of its ceasing to be a Member.

6.8 The Board may resolve that any Member shall cease to be a Member in the event that the subscription due to the Company from that Member under **Article 6.6** 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 6.7**.

6.9 Any resolution to remove a Member from the Company under **Article 6.8** 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.

7. AFFILIATES

7.1 The Board 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 otherwise 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 Board shall determine in its absolute discretion. Any affiliate of the Company who is admitted as such by the Board pursuant to this **Article 7.1** may also have its affiliation to the Company terminated at any time by a resolution of the Board.

8. GENERAL MEETINGS

8.1 The Company shall hold a general meeting in every calendar year as its annual general meeting and shall specify the meeting as such in the notices calling it, provided that every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting.

- 8.2 General meetings including the annual general meeting shall be held at such time and place as may be determined by the Board. All meetings of the Members, other than annual general meetings, shall be called general meetings.
- 8.3 The Board may whenever it thinks fit convene a general meeting, and general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 303 of the CA 2006.
- 8.4 At least twenty-one calendar days' notice in writing of every annual general meeting or general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the time of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the auditors) as are under these Articles or under CA 2006 entitled to receive such notices from the Company. An annual general meeting or other general meeting may be convened by such shorter period of notice as may be agreed in writing by Members having the right to attend and representing not less than 95% of the votes capable of being cast at the relevant meeting.
- 8.5 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any proceedings at that meeting.

9. PROCEEDINGS AT MEETINGS OF THE MEMBERS

- 9.1 All business shall be deemed special that is transacted at a general meeting, and all that is transacted at an annual general meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the auditors, the election of members of the Board in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.
- 9.2 No business shall be transacted at any general meeting or annual general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a meeting shall be quorate if there are present in person at the meeting the fewer of:
- 9.2.1 such number of the Members as comprises at least 10% of the total Membership; or
- 9.2.2 at least 20 Members.

For the purposes of this Article, a Member shall be present if its Principal and/or Chair is present at the meeting in question.

- 9.3 If within half an hour from the time appointed for the holding of a general meeting or annual general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned for ten working days at the same time and 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 Members present shall be a quorum.
- 9.4 The Board Chair or in his/her absence some other member of the Board nominated by the Board shall preside as chair of a general meeting or annual general meeting but if neither the Board Chair nor such other member of the Board (if any) is present and willing to act within 15 minutes after the time appointed for holding the meeting, the members of the Board present shall elect one of their number to be chair. If there is only one member of the Board present and willing to act that member of the Board shall be chair.
- 9.5 The chair of a meeting 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

9.6 At any general meeting or annual general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chair of the meeting or by at least two Members present in person or by proxy, or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights (as apply on a poll) of all Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the chair of the meeting 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 minute book 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 that resolution. The demand for a poll may be withdrawn. For the purpose of this Article a Member shall be present in person if its Principal and/or Chair is present at the meeting in question.

9.7 Subject to the provisions of **Article 9.8**, if a poll is demanded, it shall be taken at such time and place, and in such manner, as the chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

9.8 No poll shall be demanded on the election of a chair of a meeting. A poll demanded on a question of adjournment shall be taken forthwith.

9.9 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 a poll has been demanded.

10. **VOTES OF MEMBERS**

10.1 Subject as hereinafter provided, every Institution which is a Member shall have one vote. For the avoidance of any doubt, affiliates of the Company admitted under **Article 7.1** shall not have a vote (whether on a show of hands, a poll or otherwise).

10.2 Votes may be given on a show of hands or on a poll either personally or by proxy.

10.3 If a poll is demanded in accordance with **Article 9.6**, the voting rights of any Member shall only be capable of exercise by its Principal or Chair or by its duly appointed proxy.

10.4 The instrument appointing a proxy shall be in writing signed by the Principal of the appointing Member. A proxy must be the Principal of another Member or the Chair of another Member.

10.5 The instrument appointing a proxy and such other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office:

10.5.1 not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

10.5.2 in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours before the time appointed for the taking of the poll; or

10.5.3 in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded

and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. In calculating the periods mentioned in **Articles 10.5.1, 10.5.2 and 10.5.3** no account shall be taken of any part of a day that is not a working day.

10.6 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous dissolution of the Member or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the dissolution or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

10.7 An instrument appointing a proxy shall be in the following form, or as near thereto as circumstances admit:

"Association of Colleges

I [] of
being the Principal/Chair of
being a member of the above named Company hereby appoint
[] of
or failing *him/her
of
as the proxy for my college on its behalf at the (Annual or General or adjourned as the case may be) Meeting of the Company to be held on the [] day of 20[] and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 * for * against

Resolution No. 2 * for * against

(etc)

Unless otherwise instructed the proxy will vote as *s/he thinks fit or abstain from voting.

Signed this [] day of 20[]

.....
Principal/Chair of [Name of Member]
* Strike out whichever is inappropriate.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll."

11. COMPOSITION OF THE BOARD OF MANAGEMENT

11.1 The Board shall be comprised as follows:

11.1.1 one representative of each of the nine Regions, being in each case the Principal of an Institution in the relevant Region, elected by the relevant constituency of the Members in accordance with **Article 12.3** below;

11.1.2 a maximum of seven Governors appointed by the Board (upon such terms individually or collectively and for such period (subject to **Article 11.4**) not exceeding three years as the Board shall determine in advance and shall have communicated to each Governor proposed to be appointed);

11.1.3 a maximum of five additional persons (not necessarily Principals, Chairs or Governors) appointed by the Board where, in the absolute discretion of the Board, such appointments are desirable from time to time to ensure adequate representation on the Board of the interests of different kinds, sizes and groupings of Institutions (including without limitation the interests of sixth form colleges, GFE colleges, tertiary colleges, large colleges, land-based colleges, mixed economy colleges and any other groupings of Institutions present or future as the Board may think fit), as well as the diversity, ethnicity and gender of those who work and learn in those Institutions, and are likely to enhance the effectiveness of the Company (upon such terms individually or collectively and for such period (subject to **Article 11.4**) not exceeding three years as the Board shall determine in advance and shall have communicated to each person proposed to be appointed);

11.1.4 the Board Chair, ex officio;

11.1.5 the President, ex officio;

11.1.6 the Chief Executive, ex officio; and

- 11.1.7 the Finance Director, ex officio.
- 11.2 No Governor shall be appointed as a Director under **Article 11.1.2** and no other person shall be appointed as a Director under **Article 11.1.3** unless s/he shall have confirmed in writing his/her willingness to act and the appointment is approved by a resolution of the majority of the Directors.
- 11.3 Any Director appointed under **Articles 11.1.2**, or **11.1.3** may be removed from the Board at any time without further liability to such member of the Board by a resolution of the majority of the Directors. For the avoidance of doubt, the Board shall not be obliged to make any appointments under **Article 11.1.3**, and all such appointments shall be a matter for the Board to determine in its absolute discretion from time to time.
- 11.4 Any Director appointed under **Articles 11.1.2**, or **11.1.3** may be reappointed by the Board for a further maximum period of three years provided that no Director (apart from ex officio Directors) shall serve more than six years consecutively as a Director. Any term of office spent by a person as Board Chair shall not be counted towards the maximum term as a Director.
- 11.5 The Board may establish a search committee on such terms and comprising such persons as the Board shall think fit and may receive advice and recommendations from such search committee in connection with any proposed appointments to the Board under **Articles 11.1.2**, or **11.1.3**. Before appointing a Governor as a Director under **Article 11.1.2**, the Board shall also consider in good faith any nominations for such appointments put forward by the Governors' Council. The Board shall not be bound to comply with or accept any such nominations, advice or recommendations of the search committee of Governors' Council.

12. ELECTIONS OF REGIONAL REPRESENTATIVES

- 12.1 No person shall serve more than six years consecutively as a Regional Representative on the Board. The term of office of a Regional Representative shall automatically terminate on the sixth anniversary of his or her election to the Board.
- 12.2 The Board shall make the necessary arrangements in order to ensure that elections shall be held in accordance with the provisions of **Article 12.3** in order to make the appointments referred to in **Article 11.1.1** and thereafter to fill any vacancies in the membership of the Board in a timely manner so as to avoid as much as possible prolonged vacancies (including without limitation where a Regional Representative on the Board is elected as President or Board Chair).
- 12.3 Where **Article 12.2** applies and elections are required to be held under this **Article 12.3**:
- 12.3.1 the Board shall give notice in writing to the relevant constituency of the Members that an election is to be held for a Regional Representative in their Region and shall invite Members in that Region to nominate candidates to stand in the election – the notice shall state that nominations must be received by the Secretary within a period stipulated in the notice which is not less than fourteen days nor more than twenty eight days after the dispatch of such notice ("**the Nomination Period**");
- 12.3.2 a person shall not be eligible to stand as a candidate or to be elected as a Regional Representative on the Board unless s/he is a Principal of an Institution in the relevant Region and prior to the expiry of the nomination period:
- 12.3.2.1 s/he has been recommended by the Board for election and has notified the Secretary in writing that s/he wishes to stand in the election; or
- 12.3.2.2 s/he is the Regional Representative on the Board for the relevant Region retiring by rotation and has notified the Secretary in writing that s/he wishes to stand in the election (subject always to **Article 12.1**); or
- 12.3.2.3 s/he has been validly nominated to stand in the election (by at least two Members within the relevant constituency of the

Members duly eligible to vote in the election giving notice to the Secretary of their nomination of such person for the election) and has notified the Secretary in writing that s/he wishes to stand in the election

A person who is eligible for election to membership of the Board and to stand as a candidate in an election by virtue of this **Article 12.3.2** shall be referred to below as an “**eligible candidate**”

- 12.3.3 if (in relation to an individual vacancy for a Regional Representative on the Board) at the expiry of the nomination period there is only one eligible candidate, the Board may declare that no election will be held. In that case the eligible candidate will be deemed to have been duly elected as the Regional Representative on the Board to fill the relevant vacancy for that Region subject to such deemed election being ratified at the next general meeting of the Company by those of the relevant constituency of the Members who are present at such meeting;
- 12.3.4 if (in relation to an individual vacancy for a Regional Representative on the Board) at the expiry of the nomination period there are two or more eligible candidates, an election will be held and shall be conducted by postal ballot amongst the relevant constituency of the Members. Each Member in that constituency shall have one vote. The eligible candidate receiving the highest number of votes shall be elected as the Regional Representative on the Board for the relevant Region;
- 12.3.5 subject to the provisions of this Article, the Board shall be entitled in its absolute discretion to make arrangements for the conduct of an election, including without limitation the preparation and dispatch of ballot papers, the drawing of lots, the appointment of scrutineers, returning officers and agents and the determination of any other rules governing the election as it thinks fit.
- 12.4 In addition and without prejudice to the provisions of the Statutes, the Company may by special resolution remove any Director before the expiration of his/her period of office, and may by an ordinary resolution appoint another Board member in his/her stead for such period of time as the Board may decide in its absolute discretion on a case by case basis.
13. **BOARD CHAIR**
- 13.1 The Directors shall appoint a Board Chair from amongst their number on such terms and to perform such duties (always in accordance with the applicable Statutes) as the Board shall in its absolute discretion from time to time determine. The Board Chair shall be an ex officio Director and shall have the right to vote at Board meetings.
- 13.2 Any person who is a Director by virtue of **Articles 11.1.55, 11.1.66, or 11.1.77** shall not be eligible to be appointed Board Chair.
- 13.3 The terms of office of the Chair shall be three years or such other period as may be determined by the Board. The Board Chair retiring at the end of his or her term of office shall be eligible for reappointment, subject to **Article 13.6**, provided that the Board Chair shall not hold office as Board Chair for a period of more than six consecutive years. Any term of office as Director shall not count towards the maximum term of office of the Board Chair.
- 13.4 If at any time the Board is satisfied that the Board Chair is unable or unfit to discharge the functions of Board Chair the Board may by notice in writing to the Board Chair remove him or her from office and thereupon the office shall be vacant. Such removal in itself shall not affect membership or office as Director of that person(s). The Board shall then appoint a replacement Board Chair in accordance with the provisions of **Articles 13.1, 13.2 and 13.6**. For the avoidance of doubt, nothing in this Article will automatically remove the Board Chair from the Board unless a resolution has been passed and notice given in accordance with this article.
- 13.5 The Board Chair retiring at the end of his or her term of office shall be eligible for reappointment, subject to **Article 13.6**, provided that the Board Chair shall not hold that office for a period of more than six consecutive years.

13.6 At the first meeting following the expiry of the term of office of the Board Chair, or following the resignation of the Board Chair or upon the Board Chair ceasing to be a member of the Board, the Board shall appoint a new Board Chair from amongst their number, subject to **Article 13.2**.

14. **CHIEF EXECUTIVE**

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

15. **PRESIDENT**

15.1 The Company shall have a President who shall be assigned and shall carry out such functions as may be stipulated and/or delegated by the Board from time to time.

15.2 The following provisions shall govern the appointment and retirement of the President.

15.3 The term of office shall be 1 August in one year to 31 July in the following year, and a President, if so elected, shall be permitted to serve a maximum of two terms of office, being 24 months. On 31 July each year the President shall be deemed to have retired from office.

15.4 An Election shall be held in accordance with the provisions of **Article 15.5** as soon as reasonably practicable after the date of adoption of these Articles in order to appoint the first President of the Company, as required by **Article 11.1.4**, and thereafter to fill a vacancy in the position of President which is created by the retirement by rotation of the President in accordance with **Article 15.3** or created by a casual vacancy arising in the position of President.

15.5 Where **Article 15.4** applies and an election is required to be held under this **Article 15.5**:

15.5.1 the Board shall give notice in writing to the Members that an election is to be held for the President and shall invite Members to nominate candidates to stand in the election – the notice shall state that nominations must be received by the Secretary within a period stipulated in the notice which is not less than fourteen days nor more than twenty eight days after the dispatch of such notice (the “**Nomination Period**”);

15.5.2 a person shall not be eligible to stand as a candidate in an election for the President unless:

15.5.2.1 s/he is a Principal of an Institution (and such Institution has confirmed in writing to the Company that it consents to its Principal standing as a candidate in the election) and prior to the expiry of the nomination period and

15.5.2.2 s/he has been validly nominated to stand in the election (by at least two Members eligible to vote in the election giving notice to the Secretary of their nomination of such person for the election) and has notified the Secretary in writing that s/he wishes to stand in the election.

15.5.2.3 s/he is the existing President and has notified the Secretary in writing that s/he wishes to stand in the election, save that person shall not be entitled to stand for re-election where, if s/he were to be duly elected and then serve a full one year term, s/he would have served more than two years as President of the Company.

A person who is eligible for election and to stand as a candidate in an election by virtue of this **Article 15.5** shall be referred to below as an “**eligible candidate for President**”;

- 15.5.3 if at the expiry of the nomination period there is only one eligible candidate for President, the Board may declare that no election will be held. In that case the eligible candidate for President will be deemed to have been duly elected as the President to fill the relevant vacancy for that position subject to such deemed election being ratified at the next general meeting of the Company by the Members who are present at such meeting;
- 15.5.4 if at the expiry of the nomination period there are two or more eligible candidates for President, an election will be held and shall be conducted by postal ballot amongst the Members. Each Member shall have one vote. The eligible candidate for President receiving the highest number of votes shall be elected as the President; and
- 15.5.5 subject to the provisions of this Article, the Board shall be entitled in its absolute discretion to make arrangements for the conduct of an election, including without limitation the preparation and dispatch of ballot papers, the drawing of lots, the appointment of scrutineers, returning officers and agents and the determination of any other rules governing the election as it thinks fit.
- 15.6 Any person who is duly elected as President to fill a casual vacancy arising in the position of President shall hold office for the unexpired term of office of the person whose vacation of office created the vacancy.
- 15.7 In addition and without prejudice to the provisions of Section 168 of CA 2006, the Company may by special resolution remove any President before the expiration of his/her period of office, and may by an ordinary resolution appoint another Principal of an Institution as President in his/her stead; but any person so appointed as President shall retain such office so long only as the person in whose place s/he is appointed would have held the same if s/he had not been removed.

16. **POWERS OF THE BOARD**

- 16.1 The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes affecting the Company and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 16.2 The Board may exercise all the powers of the company to borrow from time to time for the purposes of the Company such sums as they think fit and may secure the repayment of any such sums by mortgage or charge upon all or any of the property or assets of the Company or otherwise as they may think fit.
- 16.3 The members for the time being of the Board may act notwithstanding any vacancy in their body.

17. **PROCEEDINGS OF THE BOARD**

- 17.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine (subject as hereinafter provided) the quorum necessary for the transaction of business. For the purposes of determining whether or not a meeting of the Board is quorate, the Chief Executive and the Finance Director shall not be counted. Six Directors (or such greater number as the Board shall from time to time determine) shall be a quorum. A Director or of a committee of the Board may with the permission of the Board Chair (or in his/her absence the President) participate in a meeting of the Board or a committee of the Board by means of such conference, telephone or other similar communications equipment as permits all persons participating in the meeting to hear each other and a Director participating in such a meeting by such means shall be deemed to be present at the meeting and be counted in the quorum. Questions arising at any meeting shall be decided by a majority of votes. In any case of an equality of votes the Board Chair shall have a second or casting vote.

- 17.2 Three or more Directors (“**the Requisitionists**”) may at any time convene a meeting of the Board by at least 14 clear days’ notice served upon the several Directors. Similarly, upon the request of the requisitionists the Secretary shall convene a meeting of the Board, again by at least 14 clear days’ notice served upon the several members of the Board. Notice of a meeting of the Board may be given by telephone. Notwithstanding the references in this **Article 17.3** to a period of 14 clear days, with the consent of the Board Chair a meeting may be summoned (or shall be summoned as the case may be) in accordance with this Article on a shorter period of notice (provided such period of notice remains reasonable) where in the reasonable opinion of the Board Chair the nature of the business which it is proposed by the requisitionists should be discussed at such meeting requires more urgent consideration and where the Board Chair (again acting reasonably) considers that it is likely to be materially detrimental to the interests of the Company to insist upon a longer period of notice than that which is being proposed by the requisitionists.
- 17.3 The Directors shall at their first meeting after the annual general meeting of the Company in each year elect from among their number such officers as the Board may from time to time determine.
- 17.4 The Board Chair (or in his/her absence the President) shall be entitled to preside at all meetings of the Board at which s/he shall be present, but if no such Board Chair or President be elected or if at any meeting the Board Chair or President be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to be chair of the meeting.
- 17.5 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company, for the time being vested in the Board generally.
- 17.6 The Board may delegate any of its powers to committees consisting of such Director or Directors and other persons as it thinks fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All acts and proceedings of any such committee shall be reported to the Board as soon as possible. The Board may also delegate any of their powers to one or more of its subsidiary companies for the time being provided that and for so long as such subsidiary company or companies shall be wholly owned or wholly under the control of the Company.
- 17.7 All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
- 17.8 **Conflicts of interest of Directors**
- 17.9 For the purposes of section 175 CA 2006, the Board may authorise any matter proposed to it in accordance with these Articles which would, if not so authorised, involve a breach of duty by a member of the Board under that section, including, without limitation, any matter which relates to a situation in which a Director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company. Any such authorisation will be effective only if:
- 17.9.1 any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested member(s) of the Board; and
- 17.9.2 the matter was agreed to without such Director (or other interested member(s) of the Board) voting or would have been agreed to if their votes had not been counted.

- 17.10 The Board may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions it expressly imposes but such authorisation is otherwise given to the fullest extent permitted. The Board may vary or terminate any such authorisation at any time.
- 17.11 For the purposes of these Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and references to interests include both direct and indirect interests.
- 17.12 Provided that s/he has disclosed to the Board the nature and extent of his/her interest (unless the circumstances referred to in section 177(5) or section 177(6) CA 2006 apply, in which case no such disclosure is required) a member of the Board notwithstanding his office:
- 17.12.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 17.12.2 may act by himself/herself or his/her firm in a professional capacity for the Company (otherwise than as auditor) and s/he or his/her firm shall be entitled to remuneration for professional services as if s/he were not a director;
- 17.12.3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.
- 17.13 A member of the Board shall not, by reason of his/her office, be accountable to the Company for any remuneration or other benefit which s/he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:
- 17.13.1 the acceptance, entry into or existence of which has been approved by the Board pursuant to **Article 17.9** (subject, in any such case, to any limits or conditions to which such approval was subject); or
- 17.13.2 which s/he is permitted to hold or enter into by virtue of **Article 17.12.1, 17.12.2 or 17.12.3,**
- nor shall the receipt of any such remuneration or other benefit constitute a breach of his/her duty under section 176 CA 2006.
- 17.14 Any disclosure required by **Article 17.12** may be made at a meeting of the Board, by notice in writing or by general notice or otherwise in accordance with section 177 CA 2006.
- 17.15 A member of the Board shall be under no duty to the Company with respect to any information which s/he obtains or has obtained otherwise than as a member of the Board and in respect of which s/he owes a duty of confidentiality to another person. However, to the extent that his/her relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Board pursuant to **Article 17.9**. In particular, the member of the Board shall not be in breach of the general duties s/he owes to the Company by virtue of sections 171 to 177 CA 2006 because s/he fails:
- 17.15.1 to disclose any such information to the Board or to any member of the Board or other officer or employee of the Company; and/or
- 17.15.2 to use or apply any such information in performing his/her duties as a member of the Board.
- 17.16 Where the existence of a member of the Board's relationship with another person has been approved by the Board pursuant to **Article 17.9** and his/her relationship with that person gives rise to a conflict of interest or possible conflict of interest, the member of the Board shall not be in breach of the general duties s/he owes to the Company by virtue of sections 171 to 177 CA 2006 because s/he:

- 17.16.1 absents himself/herself from meetings of the Board at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- 17.16.2 makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,

for so long as s/he reasonably believes such conflict of interest or possible conflict of interest subsists.

17.17 The provisions of **Articles 17.15** and **17.16** are without prejudice to any equitable principle or rule of law which may excuse the member of the Board from:

- 17.17.1 disclosing information, in circumstances where disclosure would otherwise be required under these Articles; or
- 17.17.2 attending meetings or discussions or receiving documents and information as referred to in **Article 17.16**, in circumstances where such attendance or receipt of such documents and information would otherwise be required under these Articles.

17.18 **A member of the Board's ability to vote on contracts in which s/he is interested**

- 17.18.1 Except as otherwise provided by these Articles, a member of the Board shall not vote at a meeting of the Board or a committee of the Board on any resolution of the Board concerning a matter in which s/he has an interest which can reasonably be regarded as likely to give rise to a conflict with the interest of the Company unless his/her interest arises only because the resolution concerns one or more of the following matters:
- 17.18.2 the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him/her or any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
- 17.18.3 the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which s/he has assumed responsibility (in whole or part and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security;
- 17.18.4 a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer s/he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which s/he is entitled to participate;
- 17.18.5 a contract, arrangement, transaction or proposal concerning any other body corporate in which s/he or any other person connected with him/her is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if s/he and any persons connected with him/her do not to his/her knowledge hold an interest (as that term is used in sections 820 to 825 CA 2006) representing 1% or more of either any class of the equity share capital of such body corporate (or any other body corporate through which his/her interest is derived) or of the voting rights available to members of the relevant body corporate (any such interest being deemed for the purposes of this Article to be likely to give rise to a conflict with the interest of the Company in all circumstances);
- 17.18.6 a contract, arrangement, transaction or proposal for the benefit of employees of the Company or of any of its subsidiary undertakings which does not award him/her any privilege or benefit not generally accorded to the employees to whom the arrangement relates;
- 17.18.7 a contract, arrangement, transaction or proposal concerning any insurance which the Company is empowered to purchase or maintain for or for the

benefit of any members of the Board of the Company or for persons who include directors or officers of the Company.

- 17.19 If any question shall arise at any meeting of the Board as to the interest of a member of the Board (other than the Board Chair) in a contract or arrangement and whether it is likely to give rise to a conflict of interest or as to the entitlement of any member of the Board (other than the Board Chair) to vote or be counted in the quorum and the question is not resolved by his/her voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the Board Chair and the ruling of the Board Chair in relation to the member of the Board concerned shall be conclusive except in a case where the nature or extent of the member of the Board's interest (so far as it is known to him/her) has not been fairly disclosed to the Board. If any question shall arise in respect of the Board Chair, the question shall be decided by a resolution of the Board (for which purpose the Board Chair shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the Board Chair (so far as it is known to him/her) has not been fairly disclosed to the Board.
- 17.20 The company may by ordinary resolution suspend or relax the provisions of **Articles 17.9** to 72 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of **Articles 17.9** to **17.19**.
- 17.21 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further evidence of the facts therein stated.
- 17.22 A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board who are entitled to receive notice of and to vote at a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.
- 17.23 The Board may in its absolute discretion invite persons to attend and speak at meetings of the Board in the capacity of observer (including without limitation any President-elect and/or any immediate past President).

18. **DISQUALIFICATION OF DIRECTORS**

- 18.1 The office of a member of the Board shall be vacated:
- 18.1.1 if s/he becomes bankrupt or s/he makes any arrangement or composition with his/her creditors generally; or
 - 18.1.2 if s/he becomes of unsound mind; or
 - 18.1.3 if by notice in writing to the Company s/he resigns his/her office; or
 - 18.1.4 if s/he ceases to hold office by virtue of any provision of the Statutes or s/he becomes prohibited by law from being a director; or
 - 18.1.5 if s/he is removed from the office by a resolution duly passed pursuant to Sections 168 and 169 of Companies Act 2006; or
 - 18.1.6 if s/he has been elected as a Regional Representative on the Board but ceases to be a Principal of an Institution in the relevant Region;
 - 18.1.7 if s/he is removed from the office by the Board under **Article 11.3**;
 - 18.1.8 if s/he is required by any other provision of these Articles to vacate office;
 - 18.1.9 if s/he is absent from Board meetings for six consecutive months without leave and the Board resolves that his/her office be vacated; or
 - 18.1.10 if s/he is an ex officio member of the Board and ceases to hold the relevant office.

19. **SECRETARY**

The Board shall appoint a Secretary. The Secretary shall be appointed by the Board for such time as they may think fit to and the Secretary so appointed may be removed by them. The Board may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the Secretary if there be no secretary or no secretary capable of acting.

20. **THE FINANCE DIRECTOR**

The Board shall appoint a Finance Director. The Finance Director shall be appointed by the Board for such time as they may think fit and the Finance Director so appointed may be removed by them.

21. **THE SEAL**

The Seal of the Company (if any) shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least two members of the Board or one member of the Board and the Secretary, and the said members or member and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

22. **SPECIAL INTEREST GROUPS AND GOVERNORS' COUNCIL**

22.1 The Board shall have the power to set up, constitute, organise and dissolve special interest groups or any other branches of the Company in the United Kingdom or overseas, consisting of Members, affiliates and/or any other individuals, bodies or groups which share some or all of the objects of the Company, in such places as they may think fit, and to appoint, or authorise the members of such local branches to appoint persons as additional members of any branch and to give the powers and duties of such branches, and to make and impose by-laws, rules and regulations for the administration and government of such branches and to delegate any of their powers to such branches as they may deem fit.

22.2 The Board may in its absolute discretion establish, support and provide resources to a consultative and advisory forum (the "**Governors' Council**") the membership of which shall comprise Governors and whose other terms of reference may be stipulated and agreed by the Board from time to time as it thinks fit. The Board may delegate to such Governors' Council such tasks, policy matters and other initiatives, in each case relevant to Governors, as it shall think fit from time to time.

23. **ACCOUNTS**

23.1 The Board shall cause proper books of account to be kept with respect to:

23.1.1 all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;

23.1.2 all sales and purchases of goods by the Company; and

23.1.3 the assets and liabilities of the Company.

23.2 Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

23.3 The books of account shall be kept at the Office, or, subject to the Statutes, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the members of the Board.

23.4 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being members of the Board, and no Member (not being a member of the Board) shall have any right of

inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.

- 23.5 At the annual general meeting in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account, since the incorporation of the Company) made up to a date not more than ten months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting subject nevertheless to the provisions of the Statutes, be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served. The auditors' report shall be open to inspection and be read before the meeting as required by the Statutes.

24. **AUDIT**

- 24.1 Once at least in every year the accounts of the Company shall be audited by one or more qualified auditor or auditors who shall report as to whether or not the income and expenditure account and balance sheet in his/their opinion gives a true and fair view of the state of affairs of the Company.
- 24.2 Auditors shall be appointed and their duties regulated in accordance with the Statutes.

25. **NOTICES**

- 25.1 A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his/her registered address as appearing in the register of Members or by sending it by using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article, 'address', in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 25.2 Any notice, if served by post, shall be deemed to have been served on the day (not being a Saturday, Sunday, public or bank holiday in the United Kingdom) following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter. Proof that a notice contained in an electronic communication 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 contained in an electronic communication shall be deemed to have been served at the expiration of 48 hours after the time it was sent.

26. **INDEMNITY**

- 26.1 Subject to the provisions of, and so far as may be consistent with, the Statutes, but without prejudice to any indemnity to which a member of the Board or other officer may otherwise be entitled, the Company shall indemnify every member of the Board or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him/her in the execution and/or discharge of his/her duties and/or the exercise of his/her powers and/or otherwise in relation to or in connection with his/her duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him/her in relation to any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or omitted by him/her as a member of the Board or other officer of the Company provided that, in the case of any member of the Board, such indemnity shall not apply to any liability of that director:
- 26.1.1 to the Company or to any of its associated companies;
- 26.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

26.1.3 incurred:

26.1.3.1 in defending any criminal proceedings in which s/he is convicted or any civil proceedings brought by the Company or any of its associated companies in which judgment is given against him/her; or

26.1.3.2 in connection with any application under any statute for relief from liability in respect of any such act or omission in which the Court refuses to grant him/her relief,

in each case where the conviction, judgment or refusal by the Court is final within the meaning stated in section 234 CA 2006.

26.2 Every member of the Board shall be entitled to have funds provided to him/her by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him/her as a member of the Board, provided that s/he will be obliged to repay such amounts no later than:

26.2.1 in the event s/he is convicted in proceedings, the date when the conviction becomes final;

26.2.2 in the event of judgment being given against him/her in proceedings, the date when the judgment becomes final; or

26.2.3 in the event of the Court refusing to grant him/her relief on any application under any statute for relief from liability, the date when refusal becomes final;

in each case where the conviction, judgment or refusal by the Court is final within the meaning stated in section 234 CA 2006.