

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF THE UNIVERSITIES AND COLLEGES EMPLOYERS'
ASSOCIATION (UCEA)**

**Incorporated on 30 March 1994
under No 02914327**

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association

of

THE UNIVERSITIES AND COLLEGES EMPLOYERS' ASSOCIATION

As amended by special resolution dated 22 April 1994, 11 December 2013, 8 December 2022 and 3 December 2024.

1. INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

the Act	the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force.
Articles	the Articles of Association of the Company, as amended from time to time.
Board	the Board of Directors.
Chair	the chair of Directors appointed in accordance with these Articles.
Clear Day	in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect.
Company	the company regulated by these Articles.
Company Commission	the Company Commission for England and Wales.
Connected Person	a person connected to a Director will include: a) a child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director, b) any person living with the Director as his or her partner or any other person who is dependent on the Director, c) a person carrying on business with a Director; d) a company or business which is controlled by a Director (where the Director has a majority of the voting rights at member or director level, or can direct the affairs of the company or business) e) a company or business where a Director and any person connected to him or her under a-d) above has a substantial interest (being more than 20% of the share capital or can exercise more than 20% of the votes at a general meeting).
Court	the legal courts of England and Wales.

CUC	Committee of University Chairs a Charitable Incorporated Organisation with charity number 1189481.
Deputy Chair	any deputy chair of Directors appointed in accordance with these Articles.
Director	a director of the Company and Directors means all the directors.
Electronic Form	something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form.
Eligible Directors	all Directors who would be entitled to vote on a resolution at a Board meeting.
General Meeting	a general meeting of the Company.
GuildHE	GuildHE Limited whose registered office is at Woburn House, 20 Tavistock Square, London, WC1H 9HQ with registered company number 02600590
Member	a member of the Company for the purposes of the Act and Members means all the members.
Objects	the objects of the Company set out in Article 4.
Office	the registered office of the Company.
Register	the register of Members of the Company kept pursuant to the Act.
Seal	the common seal of the Company, if it has one.
Secretary	any person appointed to perform the duties of secretary of the Company.
Sponsoring Bodies	UUK, GuildHE, and CUC together with all other bodies which the Company may designate as such by way of a special resolution passed at a General Meeting or in writing.
subscribing universities and other higher education institutions	<p>universities and other higher education institutions in the United Kingdom of Great Britain and Northern Ireland which -</p> <p>(i) are for the time being paid up subscribers to any Member of the Company for the purposes of benefiting from the services provided by the Company, or</p> <p>(ii) may be approved from time to time by the Board in its absolute discretion (either on an individual or a collective basis) as being appropriate institutions for this purpose</p> <p>from time to time and the word "Institutions" shall be construed accordingly,</p>
UUK	Universities UK whose registered office is at Woburn House, 20 Tavistock Square, London, WC1H 9HQ with registered

company number 02517018 and registered charity number 1001127.

in writing or written the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Unless specifically stated otherwise:

1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.2.2 Words denoting the singular include the plural and vice versa;

1.2.3 Each reference to **person** includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and

1.2.4 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2. NAME & OFFICE

2.1 The name of the Company is "THE UNIVERSITIES AND COLLEGES EMPLOYERS' ASSOCIATION" and which may be abbreviated to "UCEA".

2.2 The Office of the Company will be situated in England.

3. GUARANTEE

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

4. OBJECTS

4.1 The objects for which the Company is established are:

4.1.1 to promote and carry on as a non-profit making body the activities of an employers' association for subscribing universities and other higher education institutions in the United Kingdom of Great Britain and Northern Ireland (the **Institutions**) and any of their representative bodies or associations by the provision of a framework within which representatives of Institutions can discuss salaries, pensions, conditions of service, employee relations and all matters connected with the employment of staff and employees, and the representation of the same in collective bargaining and negotiation processes, and including (without limitation) the negotiation of salaries, remuneration, benefits and the representation of Institutions in relation to the Universities Superannuation Scheme, and all and any associated employment-related matters ;

4.1.2 to act as a consultant and adviser to subscribing Institutions and other bodies and persons on employment-related matters.

(the Objects).

5. POWERS

5.1 In furtherance of the Objects the Company shall have the following powers:

- 5.1.1 to represent Institutions and to conduct dealings and liaise with the government of the United Kingdom, any local, national or other institutions, authorities, agencies, bodies or persons wheresoever in the world;
- 5.1.2 to provide or procure the provision of information, advice and assistance to Institutions or their representatives;
- 5.1.3 to promote, undertake and commission research, surveys, studies or other work and share the useful results;
- 5.1.4 to organise and hold events;
- 5.1.5 to facilitate, lead and/or undertake collective negotiations on behalf of Institutions;
- 5.1.6 to publish information in or on any media;
- 5.1.7 to engage consultants and agents of all sorts, to make grants and other financial provision to any Institution or other body or person and to establish reserve funds and invest monies in order to facilitate the making of such grants and other financial provision;
- 5.1.8 to employ and pay and provide other benefits to officers and other persons or bodies whose services are thought desirable, and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their families;
- 5.1.9 to act as trustee and to undertake or accept any trusts or obligations which may be lawfully undertaken by the Company;
- 5.1.10 to purchase, take on lease, or in exchange, hire or otherwise acquire in any manner any real or personal property and any options, rights or privileges which may be thought desirable and to construct, maintain and alter any buildings or erections in furtherance of the work of the Company;
- 5.1.11 to invest and deal with the monies and property of the Company not immediately required for its purposes in or upon such investments, securities or property or otherwise as may be thought fit and to hold or otherwise deal with any investments made;
- 5.1.12 to borrow or raise money in such manner and upon such terms as may be thought fit, and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or any part of the property of the Company;
- 5.1.13 to lend and advance money or give credit on any terms with or without security to any body or person (including without limitation any Institution or any other body or person associated in any way with the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance or any obligation by any body or person (including without limitation any Institution or any body or person associated in any way with the Company);

- 5.1.14 to charge subscriptions or fees to any person or body and to repay any surplus subscriptions not required for the purposes for which they were intended to such persons or bodies from time to time;
- 5.1.15 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;
- 5.1.16 to arrange and provide for or join in arranging and providing for the holding of conferences, training courses, exhibitions, meetings, lectures and classes;
- 5.1.17 to establish and support and aid in the establishment and support of any company (whether as a subsidiary of the Company or not) or any associations or institutions and to subscribe or guarantee money for any purpose;
- 5.1.18 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);
- 5.1.19 to transfer or dispose of, with or without valuable consideration, any part of the business, property or funds of the Company;
- 5.1.20 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, which may be thought desirable 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 may be thought necessary or expedient to protect the interests of the Company;
- 5.1.21 to federate or amalgamate with, affiliate or become affiliated to any body having objects similar to those of the Company 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;
- 5.1.22 to control, manage, finance, subsidise, coordinate or otherwise assist any company or other body in which the Company has a direct or indirect financial or other interest, to provide secretarial, administrative, consultancy and other services and facilities of all kinds for any such company or body and to make payments which seem desirable with respect to any business or operations of or generally with respect to any such company or body;
- 5.1.23 to receive funds and apply the same in furtherance of, or incidental to the Objects;
- 5.1.24 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.25 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 5.1.26 to provide indemnity insurance for the Directors or any other officer of the Company;
- 5.1.27 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.28 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.29 to do all such other lawful things as are necessary or desirable for the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that this Article shall not prevent any payment in good faith by the Company:
- 6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Director) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Company;
 - 6.1.2 of interest at a reasonable rate on money lent by any Member or Director;
 - 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Director;
 - 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Member or Director may be a member holding not more than one per cent part of the issued share capital of that company;
 - 6.1.5 to any Member or Director of reasonable out-of-pocket expenses, properly incurred and in accordance with any policy regarding the same from time to time;
 - 6.1.6 of an indemnity to any Director in respect of any liabilities properly incurred in running the Company in accordance with Article 23;
 - 6.1.7 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Directors as permitted under these Articles; and
 - 6.1.8 of the provision to any Member or Director of benefits in furtherance of the Objects.
- 6.2 A Director may not be an employee of the Company, but a Director or a Connected Person may enter into a contract with the Company to supply services or goods to the Company in return for a payment or other material benefit if:
- 6.2.1 the services or goods are actually required by the Company;
 - 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
 - 6.2.3 the number of Directors who are interested in any such a contract in any financial year of the Company is in the minority; and
 - 6.2.4 before entering into such a contract, the Directors have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Director or a Connected Person) to, or on behalf of, the Company for the amount or maximum amount of benefit or payment.
- 6.3 For the avoidance of doubt, other than in the limited circumstances as set out in Article 6.2, Directors will be volunteers and not paid for acting as Directors. Nothing in these Articles prohibits a Director from being paid in their position/role within an Institution and by that Institution acting in accordance with its own constitutional and internal rules.

7. CONFLICTS OF INTEREST

- 7.1 To the extent required by law every Director must disclose to the Company all matters in which they or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Company.
- 7.2 To the extent required by law every Director is obliged to avoid situations in which they have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Company. Where a Director is unable to avoid such a situation, this obligation is not infringed if:
- 7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 7.2.2 the matter has been proposed and authorised by the Directors in the manner set out in Article 7.3.
- 7.3 A matter proposed to the Directors, in relation to which a Director(s) is/are conflicted, may only be authorised by the Directors where:
- 7.3.1 subject to Article 7.4, any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Director(s) in question;
 - 7.3.2 the matter is authorised without the Director(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - 7.3.3 the Director(s) in question is absent from the Board meeting for that item unless expressly invited to remain to provide information.
- Any authority given under this Article may be subject to such terms and conditions as the Directors (not including the Director concerned) specify.
- 7.4 Where there are insufficient Eligible Directors to form a quorum at a Board meeting (or part of it) the Eligible Directors present shall be deemed to form a quorum for the purposes of authorising the matter proposed to them under Article 7.2.2 provided that they are satisfied that the Director(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles and provided that the number of Eligible Directors is at least two.
- 7.5 Subject to Article 7.6, where a Director or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Company, the Director must:
- 7.5.1 declare the nature and extent of that interest at each Board meeting at which the transaction or arrangement is discussed ;
 - 7.5.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
 - 7.5.3 not be counted in the quorum for that part of the Board meeting; and
 - 7.5.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).
- 7.6 Notwithstanding Article 7.5, the Eligible Directors may determine in their discretion that a conflicted Director may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one permitted by the Board pursuant to any policy and in compliance with such policy from time to time in force and applicable to the Directors in relation to the management of conflicts (and potential conflicts) of interest
- 7.7 Subject to Article 7.8, if a question arises at a Board meeting as to the right of a Director to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the

question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair shall be final and conclusive.

- 7.8 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that Board meeting, for which purpose the Chair shall not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes.

8. MEMBERS' LIMITATION OF LIABILITY

The liability of the Members is limited.

9. MEMBERS

- 9.1 All Members of the Company shall be bodies and not individuals and no body shall be admitted a Member of the Company unless it is approved by the Board. Every body which wishes to become a Member shall deliver to the Company an application for membership in such form as the Board may require, duly executed on behalf of that body.

- 9.2 The Board shall not admit any body to membership of the Company unless it is a Sponsoring Body.

- 9.3 The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.

- 9.4 Every Member shall be subject to the provisions of these Articles in relation to their membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to them becoming a Member.

- 9.5 A Member shall cease to be a Member and their name shall be removed from the Register if:

9.5.1 they withdraw from membership by giving at least twelve months' notice to the Company;

9.5.2 a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, or it ceases to exist; or

9.5.3 they otherwise cease to qualify for membership under these Articles.

- 9.6 The Directors may from time to time establish other categories of membership, including informal or supporter membership, and may set out the rights and duties of such members (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.

10. GENERAL MEETINGS

- 10.1 The Company shall hold a General Meeting in every calendar year as its annual General Meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual General Meeting.

- 10.2 All other meetings of the Company shall be known as General Meetings.

- 10.3 The Board may whenever they think fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum at a Board meeting any Director may call a General Meeting.

- 10.4 Notice of all General Meetings including any annual General Meeting shall be given in accordance with the Act.
- 10.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.
- 10.6 Each Member shall be entitled to nominate in writing from time to time one person to represent it in relation to UCEA business and in particular at General Meetings and shall provide such written confirmation of that person's nomination as the Board may request. Any representative so appointed acts on behalf of the Member and in accordance with its direction.
- 10.7 No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as otherwise provided in these Articles three Members present by representative or by proxy shall be a quorum and for the purpose of these Articles a Member shall be present by representative if a person nominated as its representative in accordance with Article 10.6 is present at the General Meeting in question.
- 10.8 If within half an hour from the time appointed for the holding of a 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 to the same day in the next week, 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 Member or Members present by representative or proxy shall be a quorum.
- 10.9 The Chair, if any, of the Board shall preside as chair at every General Meeting, or if there is no such Chair, or if they shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the representatives of the Members present at a meeting shall choose another Director to chair the meeting (or if no Director is present, or if all the Directors present decline to take the chair) the representatives of the Members shall choose some person nominated as a representative of a Member in accordance with Article 10.6 who is present to chair the meeting.
- 10.10 The Chair may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting) adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place.
- 10.11 When a General 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.
- 10.12 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
- 10.12.1 demanded by the Chair; or
- 10.12.2 by at least two Members present in person having the right to vote at the meeting (including proxies).
- 10.13 On a show of hands, each Member shall have one vote. On a poll, each Member shall be entitled to the number of votes set out against its name in the table below –

Member	Number of Votes Capable of being Cast
UUK	10

GuildHE	2
CUC	6
Total	18

- 10.14 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 10.15 A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the Member which appointed that proxy.
- 10.16 A poll shall be taken as the Chair directs and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- 10.17 Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 10.18 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.
- 10.19 The chair of the General Meeting shall not be entitled to any second or casting vote in the case of an equality of votes or otherwise whether on a show of hands or on a poll.
- 10.20 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if the proposed amendments do not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 10.21 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if the Chair of the meeting proposes the amendments at the General Meeting at which the resolution is to be proposed and the amendment does not go beyond which is necessary to correct a grammatical or other non-substantive error in the resolution.

11. GENERAL MEETINGS – VOTING

- 11.1 Unless a poll is so demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 11.2 Every Member shall be entitled to appoint another person as their proxy in accordance with the Act. The instrument appointing a proxy shall be in writing under the appointor's official seal, or under the hand of a duly authorised officer. A proxy does not need to be a Member.
- 11.3 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which they are appointed, is signed by or on behalf of the Member and is delivered to the Company in accordance with these Articles.
- 11.4 The Directors may require proxy notices to be delivered in a particular form, subject to compliance with the Act.
- 11.5 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.

- 11.6 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 11.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 11.8 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.
- 11.9 An appointment under a proxy notice may be revoked by delivering the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

12. WRITTEN RESOLUTIONS OF MEMBERS

- 12.1 Except in the case of a resolution to remove a Director or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 12.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;
- 12.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Members entitled to receive notice of and to attend General Meetings; and
- 12.1.3 it complies with any other legal requirements from time to time.
- 12.2 Subject to provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations or unincorporated associations by their duly authorised representatives) shall be valid and effective as if the same had been passed at a General Meeting duly convened and held.

13. DIRECTORS

- 13.1 The minimum number of Directors shall be eight but subject to these Articles and unless otherwise determined by the Company in General Meetings shall not be subject to any maximum.
- 13.2 Directors shall be nominated in writing by the Members. Subject to Article 13.4, each Member shall be entitled to nominate the number of Directors set out against its name in the table below:

Sponsoring Body	Number of Votes Capable of being Cast and qualifications
UUK	7 from Institutions in England and Northern Ireland
UUK	2 from Institutions in Scotland
UUK	1 from Institutions in Wales
GuildHE	2
CUC	6

- 13.3 The number of Directors attributed to each nation for UUK in Article 13.2 may be temporarily varied with the agreement of the Board to allow for the movement of Directors between the UUK nations' Institutions and other Sponsoring Bodies, provided that such variation shall be adjusted back to those stated in Article 13.2 by UUK as soon as reasonably practicable.
- 13.4 Each Member may by notice in writing to the Board withdraw its nomination in respect of any Director nominated by it, upon which that person will automatically cease to be a Director. Each Member may by notice in writing to the Board nominate any replacement or additional Director (subject to the limit on the number of Directors capable of being nominated by each Member set out in Article 13.2) upon which (subject to the Act, these Articles and being willing and eligible to act as a Director) that person will automatically become a Director and be registered as such accordingly.
- 13.5 A person shall only be entitled to act as a Director, whether on a first or any subsequent entry into office, once they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 13.6 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 and from time to time determine. Such person may be appointed to act jointly with any other Chief Executive so appointed by the Board. Such Chief Executive or joint Chief Executives shall be entitled to attend all Board meetings (unless excluded due to reasons of conflict of interest or confidentiality) but shall not have the right to vote.

14. RETIREMENT OF DIRECTORS

- 14.1 Subject to Articles 14.2 and 16.1 each Director shall be appointed for a four year term. A Director may be re-nominated by the body that appointed them at the end of their four year term, save that no Director shall serve in office for more than a total of 8 years (consecutively or otherwise), and also save that, in exceptional circumstances, the Board may by unanimous vote (and with the agreement of the relevant nominating body) agree to extend a Director's second term of office by one further year.
- 14.2 Notwithstanding anything in these Articles, the Company may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Director before the expiration of their period of office.

15. POWERS AND DUTIES OF THE DIRECTORS

- 15.1 The business of the Company shall be managed by the Board who 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 a General Meeting.
- 15.2 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.
- 15.3 The Directors may act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be or be reduced in number to less than any prescribed minimum number it shall be lawful for them to act as the Board for the purpose of asking the Member or Members to fill up vacancies in their number in accordance with these Articles, but not for any other purpose.

- 15.4 Subject to the provisions of the Act and these Articles, the Directors may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

16. DISQUALIFICATION OF DIRECTORS

- 16.1 The office of a Director shall be vacated if:

- 16.1.1 the Sponsoring Body who appointed them ceases to be a Member; or
- 16.1.2 they are removed and/or replaced by the Sponsoring Body which nominated them in accordance with Article 4;
- 16.1.3 by written notice to the Company they resign from office; or
- 16.1.4 the Board pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Company or otherwise in breach of any code of conduct in place from time to time, in which case the nominating body concerned shall be notified and entitled to nominate a replacement; or
- 16.1.5 they absent themselves from Board meetings during a continuous period of six months without special leave of absence from the Directors and the Directors pass a resolution that they have by reason of such absence vacated office;
- 16.1.6 they are the subject of a written opinion by a registered medical practitioner who is treating that Director, addressed to the Company, stating that the Director has become physically or mentally incapable of acting as a Director and may remain so for more than three months.
- 16.1.7 they die; or
- 16.1.8 they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986.

17. PROCEEDINGS OF THE DIRECTORS

- 17.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as the Directors think fit, and determine (subject as provided below) the quorum necessary for the transaction of business. Unless otherwise determined eight Directors present (including the nominated representatives of not less than two Members) shall be a quorum.
- 17.2 Questions arising at any meeting shall be decided by a majority of votes. Each Director shall have one vote. In the case of an equality of votes, the Chair shall not have a second or casting vote.
- 17.3 The Directors may from time to time elect (and replace) from amongst their number a Chair and two Deputy Chairs and may determine for what period they are to hold office. The Chair shall be entitled to preside at all Board meetings and General Meetings at which they shall be present. If there shall be no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Deputy Chair shall act as chair of the meeting and if no Deputy Chair is elected or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be chair of the meeting.
- 17.4 A Chair or a Deputy Chair elected without any determination of the period for which they are to hold office shall be deemed to have been elected for a term of four years if and for so long as they shall remain a Director.

- 17.5 The Board may delegate any of their powers to committees consisting of such Directors as they think 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.
- 17.6 The Board may co-opt any person or persons who are not Directors to serve on a committee, but any such committee must have at least one Director on it at all times.
- 17.7 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.
- 17.8 All acts and proceedings taken under such delegated authority must be reported to the Directors as soon as reasonable.
- 17.9 Any of the Directors, or any committee of the Directors, can take part in a Directors meeting or committee meeting in person or by suitable electronic means, or through hybrid means (with some attendees present in person and some electronically) provided all attendees are able to participate in the meeting.
- 17.10 Meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the chair of the meeting is unless the Directors decide otherwise.
- 17.11 The Chair or Deputy-Chair may, and on the request of two Directors shall, at any time call a meeting of the Directors.
- 17.12 All acts bona fide done by any meeting of the Directors, or of any committee of the Directors, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such 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.
- 17.13 The Directors shall cause proper minutes to be made in books provided for the purpose of:
- 17.13.1 all appointments of officers made by the Directors;
- 17.13.2 the names of Directors present at each meeting of the Directors and of any committee of the Directors; and
- 17.13.3 all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of the Directors.
- 17.14 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
- 17.15 A resolution of the Directors may be taken by majority of the Directors at a meeting or by a resolution in writing agreed to by a majority of the Eligible Directors for the time being or of any committee of the Directors entitled to receive notice of a meeting of the Directors or of any such committee of the Directors (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Directors would not have formed a quorum at a Directors' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Director may indicate their agreement to a resolution in Electronic Form.

18. SECRETARY

- 18.1 The Secretary shall be appointed by the Board for such time as they may think fit to act jointly with any other Secretary so appointed, and any 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.

19. EXECUTION OF DOCUMENTS

Documents shall be executed for and on behalf of the Company in accordance with the Act.

20. HONORARY OFFICERS

The Directors may, at any time and from time to time, appoint any person, whether a member of the Company or not, to be president, a vice-president or a patron of the Company. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

21. ACCOUNTS

21.1 Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies.

21.2 In each year the Board shall invite all Members to the annual General Meeting who shall attend by their nominated representative as set out in Article 10.6 to discuss matters relating to the Company. At that meeting the Board shall make available an annual report which shall include copies of the statutory accounts referred to in Article 21.3.

21.3 At a General Meeting in every year the Board shall lay before the Company a proper income and expenditure account and balance sheet. 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 accompany them shall be sent to the auditors and to all other persons entitled to receive notices of General Meetings. The auditors' report shall be open to inspection and be laid before the meeting as required by the Act.

22. NOTICES

22.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

22.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose which may include an address for the nominated representative of the Member in accordance with Article 10.6.

22.3 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

22.4 A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

22.5 Any notice, if served by post, shall be deemed to have been served on the day 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 as a prepaid letter.

22.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.

- 22.7 A Member, or Director, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 22.8 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

23. INDEMNITY AND INSURANCE

- 23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled -
- 23.1.1 every Director, officer and Secretary of the Company shall be indemnified out of funds and assets of the Company against all liabilities incurred by them as such Director, officer or Secretary in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted, or in connection with any application under Section 232 of the Act in which relief is granted to them by the Court, and
- 23.1.2 the Company may purchase and maintain for any such Director, officer or Secretary insurance against any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust by which they may be guilty in relation to the Company.

24. DISSOLUTION

- 24.1 If, on the winding up of the Company, there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall be distributed among the subscribing member organisations in direct proportion to the annual subscription fees paid.