

Company Number: 712444

Charity Number: 311087

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE ARTS EDUCATIONAL SCHOOLS

(Adopted by Special Resolution passed on [date])

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PART 1: INTERPRETATION

1. DEFINED TERMS

1.1. In the Articles, unless the context requires otherwise:

"Act" or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time in so far as it applies to the Company;

"Articles" means the Company's articles of association;

"Chair" has the meaning given in Article 19;

"chair of the meeting" has the meaning given in Article 35;

"charitable" means charitable in accordance with the laws of England and Wales.

"charities legislation" means the Charities Act 2011 as amended, restated or re-enacted from time to time;

"Company" means the company called The Arts Educational Schools;

"Board" means the board of directors for the time being of the Company and "Trustee" shall have corresponding meaning;

"document" or **"notice"** includes, unless otherwise specified, any document or notice sent or supplied by electronic communication;

"electronic communication" means any document or information sent or supplied in electronic form within the meaning of section 1168 of the Act;

"Member" has the meaning given in section 112 of the Act and having the right to attend and vote at general meetings of the Company;

"ordinary resolution" has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution;

"Office for Students" means the non-departmental public body of the Department for Education, acting as the regulator and competition authority for the higher education sector in England or any successor body;

"proxy notice" has the meaning given in Article 41;

"Secretary" means the Company Secretary (if any) and includes any joint, assistant or deputy secretary or clerk to the Board;

"SORP" means the Statement of Recommended Practice issued by the Charity Commission and any modification or replacement thereof from time to time;

"special resolution" has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution;

“statutes” means the Act, the charities legislation and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Company;

“writing” means 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 the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

PART 2: OBJECTS

2. OBJECTS

The objects for which the Company is established are to promote the advancement of education and in connection therewith in particular to acquire, establish, provide, conduct, and carry on residential and non-residential schools in which children and students may receive a general education in conjunction with a specialised education for students desiring to follow a career in or connected with the performing arts.

PART 3: APPLICATION OF INCOME AND PROPERTY

3. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of the objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members of the Company. This does not prevent:

- 3.1. a Member of the Company receiving a benefit from the Company in the capacity of a beneficiary of the Company; or
- 3.2. reasonable and proper remuneration to any Member of the Company who is not also a Trustee for any goods or services provided to the Company.

4. TRUSTEES BENEFITS

No Trustee shall be appointed to any office of the Company, be employed by the Company or receive any remuneration or other benefit in money or money's worth from the Company unless the payment or benefit in question:

- 4.1. is permitted pursuant to Article 5; or
- 4.2. has been previously and expressly authorised in advance and in writing by the Charity Commission for England and Wales and any procedures prescribed by the said Charity Commission are fully adhered to.

5. PERMITTED BENEFITS

Subject to Article 6, nothing herein shall prevent the payment in good faith by the Company of:

- 5.1. reasonable and proper remuneration to a Trustee for services rendered to the Company other than any remuneration for services provided by a Trustee in that person's capacity as a Trustee or under a contract of employment;

- 5.2. monies for the supply of goods by a Trustee to the Company, whether such goods are provided in connection with the provision of services referred to at Article 5.1 or otherwise;
- 5.3. interest at a reasonable and proper rate (not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Board) on money lent to the Company by any Trustee;
- 5.4. reasonable and proper rent for premises demised or let to the Company by any Trustee;
- 5.5. fees, remuneration or other benefit in money or money's worth to any other Company of which any Trustee may also be a Member holding not more than 1% of the issued share capital of that Company;
- 5.6. reimbursement of reasonable out-of-pocket expenses actually incurred by any Trustee in or about the affairs of the Company; or
- 5.7. any payments made pursuant to Articles 23 and 24.

6. CONDITIONS RELATING TO TRUSTEE BENEFITS

Save for the payments referred to in Articles 5.6 and 5.7, the Company and its Trustees may only rely upon the authority provided by Article 5 in respect of payments or benefits to a Trustee if each of the following conditions is satisfied:

- 6.1. the remuneration or other sums paid to the Trustee does not exceed an amount that is reasonable in all the circumstances;
- 6.2. the Trustee is absent from the part of any meeting at which there is discussion of:
 - 6.2.1. the Trustee's contract or remuneration, or any matter concerning the contract;
 - 6.2.2. the Trustee's performance in the employment, or the Trustee's performance of the contract; or
 - 6.2.3. any proposal to enter into any other contract or arrangement with the Trustee or to confer any benefit upon the Trustee that would be permitted under Article 5;
- 6.3. the Trustee does not vote on any such matter and is not counted when calculating whether a quorum of the Board is present at the meeting;
- 6.4. the remaining Trustees are satisfied and agree that it is in the best interests of the Company to contract with that Trustee rather than with someone who is not a Trustee;
- 6.5. the reason for their decision is recorded by the Board in the minute book;
- 6.6. the amount or maximum amount of any remuneration payable to a Trustee is set out in an agreement in writing between the Company or the Board and that Trustee; and
- 6.7. the number of the Trustees then in office who have received remuneration or other benefits from the Company are in a minority.

7. FIRM OR COMPANY WITH WHICH A TRUSTEE IS INVOLVED

The employment or remuneration of a Trustee referred to at Article 4 includes the engagement or remuneration of any firm or other Company in which the Trustee is:

- 7.1. a partner; or
- 7.2. an employee; or

- 7.3. a consultant; or
- 7.4. a director; or
- 7.5. a shareholder, unless the Trustee holds less than 1% of the issued capital.

8. **CONFLICTS OF INTEREST**

- 8.1. A Trustee must declare to the other Trustees any situation of which the Trustee is aware in which the Trustee has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company unless the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 8.2. An interest of a Trustee to be disclosed under Article 8.1 may be declared at a meeting of the Board, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.
- 8.3. If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation, company or person and the conflict is not authorised by virtue of any other provision in the Articles, the remaining Trustees may authorise such a conflict of interest if each of the following conditions are satisfied:
 - 8.3.1. the Trustee is absent from the part of any meeting at which there is discussion of the conflict of interest, including any arrangement or transaction affecting that other organisation, company or person;
 - 8.3.2. the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of the Board is present at the meeting; and
 - 8.3.3. the remaining Trustees are satisfied and agree that it is in the interests of the Company to authorise the conflict of interest which has arisen.

9. **PART 3 DEFINITIONS**

The following words in Articles 3, 4, 5, 6, 7 and 8 (as the case may be) shall have the following meanings:

- 9.1. "Company" shall include any company in which the Company:
 - 9.1.1. holds more than 50% of the shares;
 - 9.1.2. controls more than 50% of the voting rights attached to the shares; or
 - 9.1.3. has the right to appoint one or more directors to the board of the company;
- 9.2. "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with a Trustee in civil partnership.

PART 4: THE BOARD POWERS AND RESPONSIBILITIES

10. **GENERAL AUTHORITY**

- 10.1. Unless otherwise determined by a general meeting, the number of Trustees shall not be less than five nor more than fifteen.
- 10.2. Subject to the Articles, including Article 10.3 below, the Board is responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company and do on behalf of the Company all such acts as may be done by

the Company and as are not by statute or by the Articles required to be done by the Company in general meeting.

- 10.3. The Board may not do or permit any act or omission which would prejudice the charitable status of the Company.

11. **THE BOARD MAY DELEGATE**

- 11.1. Subject to the Articles, the Board may delegate any of the powers which are conferred on them under the Articles:

- 11.1.1. to such person or committee;
- 11.1.2. by such means (including by power of attorney);
- 11.1.3. to such an extent;
- 11.1.4. in relation to such matters or territories; and
- 11.1.5. on such terms and conditions as they think fit.

- 11.2. If the Board so specify, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.

- 11.3. The Board may revoke any delegation in whole or part, or alter its terms and conditions.

12. **COMMITTEES**

- 12.1. Committees to which the Board delegates any of their powers must contain at least one Trustee and must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Board.

- 12.2. The Board may make rules of procedure for all or any committees, which prevail over any rules or bye-laws derived from the Articles if they are not consistent with them.

- 12.3. The Board shall establish and maintain the following committees:

12.3.1. a higher education committee to take such measures and act in such a manner as to promote the academic quality and standards of its higher education provision as delegated to it by the Board from time to time and to report to the Board on the Company's compliance with the applicable conditions of registration with the Office for Students relating to student matters and academic quality and standards. The chair of the Higher Education Committee shall be a person of academic standing having knowledge and experience of the standards of degrees awarded in the United Kingdom; and

12.3.2. a Day School and Sixth Form Governors Committee to:

- (a) carry forward the Board's vision, policies and priorities for the Company's Day School and Sixth Form;
- (b) have oversight of the day-to-day leadership and management of the Day School and Sixth Form;
- (c) undertake such responsibilities related to the Day School and Sixth Form as delegated to it by the Board from time to time; and
- (d) report to the Board on the above.

13. **APPOINTMENT OF INVESTMENT MANAGERS**

The Board may appoint as the investment manager for the Company a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is an authorised or an exempt person within the meaning of the Financial Services and Markets Act 2000 otherwise than exempted by virtue of paragraphs 44 and 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001. The Board may delegate to an investment manager so appointed power at the investment manager's discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Board from time to time, PROVIDED THAT where the Board make any such delegation they shall:

- 13.1. inform the investment manager in writing of the extent of the Company's investment powers and the terms of the delegation;
- 13.2. lay down a detailed investment policy for the Company and immediately inform the investment manager in writing of it and of any changes to it;
- 13.3. ensure that they are kept informed of, and review on a regular basis, the performance of their investment portfolio managed by the investment manager and on the exercise by the investment manager of any delegated authority;
- 13.4. take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority; and
- 13.5. pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Board shall decide PROVIDED THAT such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Board.

14. INVESTMENTS HELD BY NOMINEE

The Board may:

- 14.1. make such arrangements as they think fit for any investments of the Company or income from those investments to be held by a corporate body as the Company's nominee; and
- 14.2. pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this article.

DECISION-MAKING BY THE BOARD

15. MEETINGS OF THE BOARD

- 15.1. Subject to the provisions of these Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 15.2. At any time the Secretary on the requisition of the Chair or not less than three Trustees shall summon a meeting of the Board.
- 15.3. Any such notice shall specify where, when and how the meeting is to be held. Any Trustee may waive notice of any meeting and such waiver may be retrospective.
- 15.4. Any Trustee who is absent from the United Kingdom shall not be entitled to receive a notice of a meeting.
- 15.5. All acts done in good faith by any meeting of the Board or of any committee shall, notwithstanding it be discovered afterwards that there was some defect in the appointment or continuance in office of any such persons 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 Trustee or member of the committee as the case may be.

16. QUORUM FOR MEETINGS AND VOTING

- 16.1. The quorum necessary for the transaction of business of the Board may be fixed from time to time by the Board and, unless so fixed at any other number shall be five.
- 16.2. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.
- 16.3. Questions arising at any meeting of the Board shall be determined by a majority of votes. In case of an equality of votes the Chair (or in the Chair's absence the chair appointed by the Trustees in accordance with Article 19.5) shall have a second or casting vote.

17. MEETINGS BY CONFERENCE TELEPHONE ETC

- 17.1. All or any of the Trustees or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 17.2. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.
- 17.3. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chair (or in the Chair's absence the chair appointed by the Trustees in accordance with Article 19.5) then is.

18. RESOLUTIONS IN WRITING

- 18.1. A resolution executed by all the Trustees, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Board, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 18.2. For the purposes of this Article 18:
 - 18.2.1. a resolution shall consist of one or more written instruments (including emails) or one or more electronic communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
 - 18.2.2. a written instrument is executed when the person executing it signs it;
 - 18.2.3. an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe;
 - 18.2.4. the Trustee, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication;
 - 18.2.5. a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by the Secretary that the resolution has been executed in accordance with this Article 18; and
 - 18.2.6. if no Secretary is appointed, the Chair shall perform the functions of the Secretary under this Article 18.

19. CHAIRING OF BOARD MEETINGS

- 19.1. The Board may appoint a Trustee to chair the Board meetings at which that Trustee shall be present.
- 19.2. The person so appointed for the time being is known as the Chair.
- 19.3. The Board may terminate the Chair's appointment at any time.
- 19.4. The Chair shall immediately cease to hold such appointment upon ceasing to be a Trustee.
- 19.5. If the Chair is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair it.

20. RECORDS OF DECISIONS TO BE KEPT

The Board must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Board.

APPOINTMENT AND RETIREMENT OF TRUSTEES

21. METHOD OF APPOINTING TRUSTEES

- 21.1. Save as otherwise provided in the Articles, and in particular, Article 21.7, the Board may appoint an individual as a Trustee who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
- 21.2. The Board shall ensure that any individual appointed meets the "fit and proper" test for members of the governing body of a registered provider of higher education as required by the Office for Students from time to time.
- 21.3. Subject to Article 21.4, Trustees may serve up to 3 terms of up to 3 years each unless a Trustee has previously served a term which is shorter than 3 years, in which case they can be re-elected for such longer term as the Trustees decide or a 4th term but subject always to a 9 year maximum period of service.
- 21.4. Where a Trustee is appointed as Chair or Vice Chair of the Board or a Committee or in such other exceptional circumstances as determined by the Board, a Trustee may serve a final and further term of office of up to 3 years subject always to a 12-year maximum period of office.
- 21.5. No person may be appointed as a Trustee:
 - 21.5.1. unless that person has attained the age of 18 years; or
 - 21.5.2. in circumstances such that, had that person already been a Trustee, that person would have been disqualified from acting under the provisions of Article 22.

22. DISQUALIFICATION OF TRUSTEES

A person ceases to be a Trustee:

- 22.1. if by notice in writing to the Company the Trustee resigns (but only if at least two Trustees remain in office when the notice of resignation is to take effect);
- 22.2. if the Trustee is removed by notice in writing to the Company signed by a majority of the Members;
- 22.3. if the Trustee ceases by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

- 22.4. if the Trustee is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- 22.5. if the Trustee is determined by the Board not to be fit and proper to act in such capacity by reference to guidance or regulation issued from time to time by the Office for Students;
- 22.6. if the Trustee is removed from office by a resolution duly passed pursuant to Section 168 of the Act;
- 22.7. if the Trustee is absent from three consecutive meetings of the Board without the consent of the Chair or the majority of the remaining Trustees;
- 22.8. if the Trustee ceases to be a Member of the Company;
- 22.9. if the Trustee becomes incapable by reason of mental disorder, illness or injury of managing and administering the Trustee's own affairs; or
- 22.10. if the Trustee is convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Company.

23. **INDEMNITY**

Subject to the provisions of the Act, and so far as may be consistent with the statutes:

- 23.1. every Trustee and every other officer other than the Company's auditor shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by such person in the actual or purported execution and/or discharge of their duties and/or the actual or purported exercise of their powers and/or otherwise in relation to, or in connection with, their duties, powers or offices, in each case to the extent permitted by section 232 of the Act; and
- 23.2. the Company shall also provide funds to any Trustee or any other officer (other than the Company's auditor or reporting accountant) or do anything to enable a Trustee or such other officer to avoid incurring expenditure, in each case in the manner permitted by and subject to the restrictions required by section 205 of the Act.

24. **INDEMNITY INSURANCE**

Subject to the provisions of the charities legislation, the Company may pay the premium in respect of any indemnity insurance to cover the liability of any Trustee, other officer (other than the auditor or reporting accountant) or Member of the Company: (a) which by virtue of any rule of law would otherwise attach to that person in respect of any negligence, default, breach of trust or breach of duty of which that person may be guilty or any act or omission in the actual or purported execution and/or discharge of that person's duties and/or in the exercise or purported exercise of that person's powers and/or otherwise in relation to that person's duties, powers or offices in relation to the Company or any subsidiary of the Company; and (b) to make contributions to the assets of the Company or any subsidiary in accordance with the provisions of section 214 of the Insolvency Act 1986, and all costs, charges and expenses which may be incurred by that person in successfully contesting any such liability or alleged liability. PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which that person knew (or must reasonably be assumed to have known) to be a breach of trust or breach of duty or which was committed by that person in reckless disregard of whether it was a breach of trust or a breach of duty or not. PROVIDED ALSO THAT any such insurance shall not extend to a fine imposed in connection with, or the costs or liabilities incurred in respect of, an unsuccessful defence to a criminal prosecution brought against that person in that person's capacity as a Trustee or other officer or Member of the Company and/or a sum payable to a regulatory authority by

way of a penalty imposed on a Trustee, other officer or Member of the Company, in respect of non-compliance with any requirement of a regulatory nature (howsoever arising).

25. THE PRESIDENT AND VICE PRESIDENTS

- 25.1. There may be a President of the Company who shall be elected by the Board and shall hold office until death, resignation or receipt of a request by the Board to resign.
- 25.2. A resolution electing a President or requesting a President to resign shall not be effective unless it is passed by a majority consisting of two thirds of all the Trustees for the time being in office.
- 25.3. The office of President shall be an honorary office and the President shall not be a Trustee, but the President shall be entitled by virtue of the office to attend and speak but not to vote at any meeting of the Company or of the Board. The President shall not be a Member of the Company.
- 25.4. There may be not more than five Vice Presidents of the Company who shall be elected by the Board and shall hold office for a period of five years or if sooner until they resign or are requested by the Board to resign. PROVIDED THAT a resolution electing a Vice President or requesting a Vice President to resign shall not be effective unless it is passed by a majority consisting of two thirds of all the Trustees for the time being in office except that a Vice President whose term of office has expired may be re-elected by a simple majority of those Trustees present and voting. A Vice President shall not be a Member of the Company.
- 25.5. A Vice President shall not be a Trustee but shall be entitled by virtue of the office to attend and speak at any general meeting of the Company. A Vice President shall not be entitled to attend any meetings of the Board unless invited to do so by the Board and if so invited that Vice President shall be entitled to speak but not to vote at such meeting.

PART 5: MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. MEMBERSHIP

Provided that they have consented to become a Member by confirming acceptance of the provisions of Article 44, an individual shall become a Member of the Company upon appointment as a Trustee in accordance with Article 21.

27. TERMINATION OF MEMBERSHIP

A person shall forthwith cease to be a Member (PROVIDED ALWAYS THAT at least one Member remains on the Register of Members thereafter) upon them ceasing to be a Trustee.

28. TRANSFER OF MEMBERSHIP

Membership of the Company is not transferable.

ORGANISATION OF GENERAL MEETINGS

29. GENERAL MEETINGS

- 29.1. The Board may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith.

30. CALLING GENERAL MEETINGS

- 30.1. A general meeting of the Company shall be called by at least 14 days clear notice.
- 30.2. The Company may give such notice by any means or combination of means permitted by the Act.
- 30.3. A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote thereat, being a majority together holding not less than 90 per cent of the total voting rights at that meeting of all the Members of the meeting.

31. NOTICE OF GENERAL MEETINGS

- 31.1. Every notice calling a general meeting shall specify the place and the day and hour of the meeting.
- 31.2. There shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of the Member and that a proxy need not be a Member of the Company.
- 31.3. The text of each special resolution to be proposed at the general meeting shall be set out in the notice. Either the text of, or sufficient information to enable a Member to understand the purpose of, each ordinary resolution shall be set out in the notice.
- 31.4. 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 resolution passed, or proceeding had, at any meeting.

32. MEETINGS BY CONFERENCE TELEPHONE ETC.

- 32.1. All or any of the Members or persons permitted to attend under Article 35 may participate in the meeting by means of a conference telephone or any communication equipment or virtual meeting platform which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.
- 32.2. A Member so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.
- 32.3. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chair of the meeting then is.

33. QUORUM FOR GENERAL MEETINGS

In the event that the Company only has one Member that Member shall be a quorum. In any other case five Members entitled to vote upon the business to be transacted shall be a quorum. A proxy or an authorised representative of a Member shall count for the purposes of the quorum. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34. CHAIRING GENERAL MEETINGS

- 34.1. If the Board have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

- 34.2. If the Board have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the general meeting shall be chaired by the Vice Chair if a Vice Chair has been appointed by the Board or alternatively in the absence of a Vice Chair the Trustees present must appoint a Trustee to chair the meeting.
- 34.3. The person chairing a meeting in accordance with this Article is referred to as “the chair of the meeting”.
- 34.4. The appointment of the chair of the meeting must be the first business of the meeting.

35. **ATTENDANCE AND SPEAKING BY NON-MEMBERS**

- 35.1. The Chair of the meeting may permit other persons who are not:
- 35.1.1. Members of the Company; or
 - 35.1.2. otherwise entitled to exercise the rights of Members in relation to general meetings;
- to attend and speak (but not vote) at a general meeting.

36. **ADJOURNMENT**

- 36.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present the chair of the meeting must adjourn it.
- 36.2. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 36.2.1. the meeting consents to an adjournment; or
 - 36.2.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 36.3. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 36.4. When adjourning a general meeting, the chair of the meeting must:
- 36.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board, and
 - 36.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 36.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 36.5.1. to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 36.5.2. containing the same information which such notice is required to contain.
- 36.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

37. **VOTING: GENERAL**

37.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

37.2. Every Member shall have one vote except in the case of an equality of votes, whether on a show of hands or on a poll the chair of the meeting (who is also a Member) shall be entitled to a second or casting vote.

38. **ERRORS AND DISPUTES**

38.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

38.2. Any such objection must be referred to the chair of the meeting, whose decision is final.

39. **POLL VOTES**

39.1. A poll on a resolution may be demanded:

39.1.1. in advance of the general meeting where it is to be put to the vote; or

39.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

39.2. A poll may be demanded by:

39.2.1. the chair of the meeting;

39.2.2. the Board;

39.2.3. two or more persons having the right to vote on the resolution; or

39.2.4. a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

39.3. A demand for a poll may be withdrawn if:

39.3.1. the poll has not yet been taken; and

39.3.2. the chair of the meeting consents to the withdrawal.

39.4. Polls must be taken immediately and in such manner as the chair of the meeting directs.

40. **CONTENT OF PROXY NOTICES**

40.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

40.1.1. states the name and address of the Member appointing the proxy;

40.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

40.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and

40.1.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

40.2. The Company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

- 40.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 40.4. Unless a proxy notice indicates otherwise, it must be treated as:
- 40.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 40.4.2. 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.

41. DELIVERY OF PROXY NOTICES

- 41.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 41.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 41.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 41.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

42. AMENDMENTS TO RESOLUTIONS

- 42.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 42.1.1. notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 42.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 42.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 42.2.1. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 42.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 42.3. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

43. RESOLUTIONS IN WRITING

- 43.1. A resolution executed by such number of Members as would have been required to vote for the resolution had it been proposed in general meeting at which all of the Members were present and voting shall be as valid and effectual as if it had been passed at a general meeting duly convened and held.

- 43.2. For the purposes of this Article 43:
- 43.2.1. a resolution shall consist of one or more written instruments or one or more electronic communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect;
 - 43.2.2. a written instrument is executed when the person executing it signs it;
 - 43.2.3. an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe;
 - 43.2.4. the Members need not execute the same written instrument or electronic communication;
- 43.3. a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by the Secretary that the resolution has been executed in accordance with this Article 43;
- 43.3.1. if no secretary is appointed, the Chair shall perform the functions of the secretary under this Article 43;
 - 43.3.2. the resolution must be accompanied by a statement informing the Member how to signify agreement to it and the date by which this is to be done; and
 - 43.3.3. a proposed written resolution will lapse if it is not passed before 28 days from the circulation date.

PART 6: LIABILITY OF MEMBERS AND DISSOLUTION

44. LIABILITY OF MEMBERS

Each Member undertakes that, if the Company is wound up while the Member is a Member or within one year after that person ceases to be a Member, that person will contribute an amount to the assets of the Company as may be required for:

- 44.1. payment of the Company's debts and liabilities contracted before the Member ceases to be a Member;
- 44.2. payment of the costs, charges and expenses of winding up; and
- 44.3. adjustment of the rights of the contributories among themselves, provided that such amount shall not in aggregate exceed £25.

45. DISTRIBUTION OF ASSETS ON WINDING UP/DISSOLUTION

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 same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to such other charity or charities which prohibit(s) the distribution of its or their income and property to an extent at least as great as is imposed upon the Company by Articles 5 and 6 above and having charitable objects identical with or similar to the objects of the Company, as the Members of the Company shall resolve at or before the time of dissolution and if that cannot be done to some other charitable object or objects.

PART 7: ADMINISTRATIVE ARRANGEMENTS

46. MEANS OF COMMUNICATION TO BE USED

- 46.1. Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Board shall be in writing and may be delivered or sent by post or 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 purpose of such communications.
- 46.2. Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 46.3. A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 46.4. Subject to Article 47.3, any notice, if served by post, shall be deemed to have been served 48 hours after it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document sent by facsimile or contained in an electronic communication shall be deemed to have been delivered 48 hours following that on which the communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address. If a notice, document or information posted on the Company’s website was already on the Company’s website at the time the notice was sent to the Member, it will be deemed to have been sent on the day the notice was sent but if the notice, document or information was not on the Company’s website on the date the said notice was sent then it will be deemed to have been sent on the day on which it appears on the website.

47. WEBSITE COMMUNICATION

- 47.1. The Company may send any notice, document or other information to Members by making them available on the Company’s website provided that:
 - 47.1.1. each Member has been asked individually by the Company to agree to communication via the Company’s website (either generally or in relation to a specific notice, document or information);
 - 47.1.2. the Company’s request states clearly that if the Member fails to respond to the request within twenty-eight days of the date on which the request is sent, that Member will be deemed to have given such consent; and
 - 47.1.3. the Company’s request is not sent less than twelve months after a previous request made to the Member in relation to a similar class of documents.
- 47.2. The Company must notify each Member who has agreed to receive communications through the Company’s website of the presence of the information on the website, the website address, the place on the website where the information can be found and how to access the information.
- 47.3. Any notice, document or information posted on the Company’s website must be in a form that the Member can read and take a copy of. The notice, document or information must be available on the Company’s website for either twenty-eight days from the date the notification was sent to the Member or for such other period as may from time to time be specified in the Act.

48. COMPANY SEAL

- 48.1. Any common seal may only be used by the authority of the Board.

- 48.2. The Board may decide by what means and in what form any common seal is to be used.
- 48.3. Unless otherwise decided by the Board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 48.4. For the purposes of this Article, an authorised person is:
- 48.4.1. any Trustee;
 - 48.4.2. the Secretary (if any); or
 - 48.4.3. any person authorised by the Board for the purpose of signing documents to which the common seal is applied.

49. **SECRETARY**

A Secretary may be appointed by the Board for such time, at such remuneration and upon such conditions as the Board may think fit, and any Secretary so appointed may be removed by the Board. 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.

50. **ACCOUNTS**

- 50.1. The Board shall cause proper and adequate books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act, the charities legislation and the SORP and any applicable accounts direction issued by the Office for Students. Proper and adequate books shall not be deemed to be kept and/or deemed sufficient 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, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Company at any time.
- 50.2. The books of account shall be kept at the registered office of the Company, or, subject to section 388 of the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of any Trustee.
- 50.3. The Company must, pursuant to section 423 of the Act, send a copy of its annual accounts and reports for each financial year to every Member, to every holder of the Company's debentures and to every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Company does not have a current address as defined in section 423 of the Act.
- 50.4. The Company must comply with the obligations set out at Article 51.3 not later than:
- 50.4.1. the end of the period for filing accounts and reports to the Registrar of Companies, or
 - 50.4.2. if earlier, the date on which the Company actually delivers its accounts to the Registrar of Companies.

51. **NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS**

Except as provided by law or authorised by the Board or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

52. **AUDIT**

- 52.1. The accounts of the Company shall be examined and reported upon either by the auditor or, if no auditor is appointed, by a reporting accountant if so required by the statutes.
- 52.2. The appointment or re-appointment (as appropriate) of the auditor shall be determined by the Company at the Annual General Meeting.
- 52.3. The determination of the auditor's or reporting accountant's (if any) remuneration shall be delegated to the Board by the Company in general meeting.

53. ACADEMIC FREEDOM AND FREEDOM OF SPEECH

- 53.1. Staff of the Company, while engaged in higher education teaching and research in accordance with their terms and conditions of service, shall have freedom within the law to question and test received wisdom and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges.
- 53.2. The Company shall take such steps as are reasonably practical to ensure that freedom of speech within the law is secured for its students and staff and for visiting speakers and that the use of the premises of the Company is not denied to any individual or body of persons on any ground connected with their beliefs or views, or their policy or objectives.
- 53.3. The Company shall approve and regularly review a code of practice setting out the procedures to be followed by students and staff of the Company with respect to meetings and other activities held on the premises of the Company, and shall take such steps as are reasonably practicable to secure that the requirements of the code of practice are complied with.

54. RULES AND BYE-LAWS

The Board may from time to time make (and vary) such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing (a) classes of and conditions of membership and (b) the rights, privileges and obligations of Membership, whether statutory membership or otherwise. The Members shall have power to alter, add to or repeal any such rules or bye-laws and the Board shall adopt such means as they think sufficient to bring to the notice of the Members all such rules or bye-laws, which shall be binding on all Members PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.