

PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

TUESDAY



A17 *A7GPAL9N* 16/10/2018 #286
COMPANIES HOUSE

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

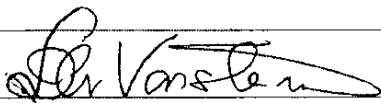
SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe		
Ms Marion Olive Gibbs		
Mr Michael Henry Vickery Jeans		
Ms Margaret Joyce Milner-Williams		
Mr Paul Motte		
Mr David Geoffrey Vanstone		19-10-18

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

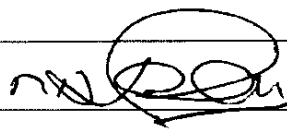
SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe		
Ms Marion Olive Gibbs		
Mr Michael Henry Vickery Jeans		19 th September 2018
Ms Margaret Joyce Milner-Williams		
Mr Paul Motte		
Mr David Geoffrey Vanstone		

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe	<i>G. D. Bowe</i>	19/9/18.
Ms Marion Olive Gibbs		
Mr Michael Henry Vickery Jeans		
Ms Margaret Joyce Milner-Williams		
Mr Paul Motte		
Mr David Geoffrey Vanstone		

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

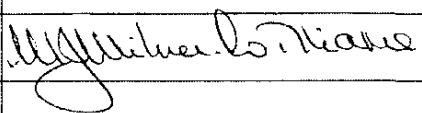
SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe		
Ms Marion Olive Gibbs		
Mr Michael Henry Vickery Jeans		
Ms Margaret Joyce Milner-Williams		19-09-2018.
Mr Paul Motte		
Mr David Geoffrey Vanstone		

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.

- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

- 3 *Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.*

- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.

- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe		
Ms Marion Olive Gibbs		
Mr Michael Henry Vickery Jeans		
Ms Margaret Joyce Milner-Williams		
Mr Paul Motte	<i>PM</i>	19/9/18
Mr David Geoffrey Vanstone	<i>DM</i>	

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

INDEPENDENT SCHOOLS INSPECTORATE

Company No. 06458829

(the Company)

Written Resolution of the Members

Circulation Date: 19th September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution is passed as a special resolution (the **Special Resolution**):

SPECIAL RESOLUTION

THAT the articles of association attached to this resolution are hereby adopted with effect from 1 January 2019 as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

We the undersigned, being members entitled to vote on this Special Resolution on the circulation date hereby irrevocably agree to the Special Resolution.

Member	Signature	Date
Mr Garry Bowe		
Ms Marion Olive Gibbs	<i>M O Gibbs</i>	19/9/18
Mr Michael Henry Vickery Jeans		
Ms Margaret Joyce Milner-Williams		
Mr Paul Motte		
Mr David Geoffrey Vanstone		

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (b) **Post:** returning the signed copy by post to Alison Buckley, Cap House, 9-12 Long Lane, London EC1A 9HA.
 - (c) **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to alison.buckley@isi.net. Please mark 'Written resolution – Independent Schools Inspectorate' in the email subject box.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless within 28 days of the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF**

INDEPENDENT SCHOOLS INSPECTORATE

Date of Incorporation: 21 December 2007

Company Number: 06458829



BIRCHAM DYSON BELL

50 Broadway London +44 (0)20 7227 7000
SW1H 0BL United Kingdom +44 (0)20 7222 3480
DX 2317 Victoria www.bdb-law.co.uk

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

INDEPENDENT SCHOOLS INSPECTORATE

DEFINITIONS AND INTERPRETATION

1 Definitions and interpretation

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Articles	means these Articles of Association;
Company	means Independent Schools Inspectorate;
clear days	in relation to a period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Director	means a director of the Company and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
Independent Directors	means the Directors categorised as the Independent Directors in the previous version of these Articles;
electronic form	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);

Member	a company member of the Company and a Director of the Company;
Memorandum	means the memorandum of association of the Company;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>);
Nominated Directors	means the Directors categorised as the Nominated Directors in the previous version of these Articles;
Objects	the objects of the Company as set out in Article 4;
Ordinary Resolution	means a resolution that is passed: <ul style="list-style-type: none"> (i) if a written resolution, by Members representing a simple majority of the total voting rights of eligible Members; (ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;
proxy notice	has the meaning given in Article 14;
Secretary	means any person appointed to perform the duties of the secretary of the Company;
Special Resolution	means a resolution passed: <ul style="list-style-type: none"> (i) if a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members; (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;
United Kingdom	means the United Kingdom of Great Britain and Northern Ireland.
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, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

- 1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to the Company.

COMPANY DETAILS

2 Name

The name of the Company is Independent Schools Inspectorate.

3 Registered office

The registered office of the Company is situated in England and Wales.

OBJECTS AND POWERS

4 Objects

The Company's objects are restricted specifically to the following:

- 4.1 to advance education and to promote and safeguard the welfare, health and safety of children and young people through the provision, promotion and support of independent inspection services, under statutory remit and / or otherwise, particularly (without limitation) in respect of independent and / or other categories of schools and the children and young people in their care, and
- 4.2 to develop income from the provision of commercial inspection services.

5 Powers

The Company has power to do anything which is calculated to further the Objects, or any of them, or is conducive or incidental to doing so. In particular, and without limiting the foregoing, the Company's powers include power:

- 5.1 to conduct / provide for the conduct of inspections, including the production of inspection reports in accordance with statutory and / or other mandates and guidelines;
- 5.2 to train / provide for the training of inspectors and others required in the conduct of inspections;
- 5.3 to publish or distribute information;
- 5.4 to produce / provide for written, audio and visual materials in any media format;
- 5.5 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;

-
- 5.6 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
 - 5.7 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
 - 5.8 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
 - 5.9 to make representations to and to seek to influence governmental and other bodies regarding the development and implementation of appropriate policies;
 - 5.10 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
 - 5.11 to trade in the course of carrying out the Company's Objects;
 - 5.12 to purchase or form trading companies alone or jointly with others;
 - 5.13 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
 - 5.14 to maintain, alter or equip for use any real or personal estate;
 - 5.15 to erect, maintain, improve, or alter any buildings in which the Company for the time being has an interest;
 - 5.16 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Company;
 - 5.17 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
 - 5.18 to make grants or loans of money, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
 - 5.19 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any purposes included in the Objects;
 - 5.20 to acquire or merge with any other Company formed for any of the Objects or for purposes similar to the Objects;
 - 5.21 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
 - 5.22 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
 - 5.23 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;

- 5.24 to deposit or invest funds with all the powers of a beneficial owner;
- 5.25 to delegate the management of investments to a financial expert but only on terms that:
 - 5.25.1 the investment policy is set down in writing for the financial expert by the Directors;
 - 5.25.2 make provision for appropriate and regular reporting obligations to the Directors or to a committee authorised by the Directors to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;
 - 5.25.3 the performance of the investments is reviewed regularly with the Directors;
 - 5.25.4 the Directors shall be entitled to cancel the delegation arrangement at any time;
 - 5.25.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 5.25.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 - 5.25.7 the financial expert must not do anything outside the powers of the Directors;

and **financial expert** means a person who is reasonably believed by the Directors to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;

- 5.26 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Directors or of a financial expert (as defined in Article 5.25) acting under their instructions and to pay any reasonable fee required;
- 5.27 to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and take out other insurance policies to protect the Company, its employees, or Members as required;
- 5.28 to provide indemnity insurance to cover the liability of the Directors or any other officer of the Company:
 - 5.28.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Company but not extending to:
 - (a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;

(c) any liability to pay a fine or regulatory penalty.

- 5.28.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make *such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;*
- 5.29 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company provided that the Company may only employ a Director to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.30 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Company or their dependants;
- 5.31 to enter into contracts to provide services to or on behalf of other bodies;
- 5.32 to establish subsidiary companies to assist or act as agents for the Company;
- 5.33 to act as trustee of any trust;
- 5.34 to make any charitable donation either in cash or assets; and
- 5.35 *to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company.*

APPLICATION, PAYMENT OR DISTRIBUTION OF THE COMPANY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS

6 Application of income and property

- 6.1 *The income and property of the Company shall be applied solely towards the promotion of the Objects.*
- 6.2 None of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Company.
- 6.3 A Director may only receive a benefit, directly or indirectly, in accordance with the rest of this Article 6.
- 6.4 The restrictions on benefits and remuneration under this Article 6 (and the exceptions to such restrictions) shall apply equally to benefits and remuneration conferred on the Directors by any subsidiary company of the Company.
- 6.5 A Director:

- 6.5.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Company;
- 6.5.2 may receive an indemnity from the Company in accordance with Article 35;
- 6.5.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Company in accordance with Article 5;

subject thereto no Director may receive any payment or other material benefit, directly or indirectly, from the Company unless the payment is expressly permitted in Article 6.6, Article 6.7 or Article 6.8 below and the conditions set out below are followed.

- 6.6 If the Directors determine it is expedient in the best interests of the Company, the Company may in good faith pay reasonable and proper remuneration, emoluments and benefits to any Director under his term of engagement for acting as a Director of the Company.
- 6.7 The Company may in good faith pay reasonable and proper remuneration, emoluments and benefits to the chair of the Board under his / her terms of engagement.
- 6.8 The authority in Articles 6.6 and 6.7 above is subject to the following conditions being satisfied:
 - 6.8.1 the remuneration or other sums paid to or for the benefit of the Director / chair of the Board do not exceed an amount which is reasonable in all the circumstances; and
 - 6.8.2 the provisions of Article 7 below are observed in relation to any discussions of the Directors concerning that Director's interest, his remuneration or any variation of his remuneration.
- 6.9 A Director may directly or indirectly:
 - 6.9.1 receive fees, remuneration or other benefit in money or money's worth under a contract for the supply of goods or services (including goods supplied in connection with the provision of such services) to the Company other than for acting as a Director or services performed under a contract of employment with the Company;
 - 6.9.2 receive interest on money lent to the Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors or 3%, whichever is the greater;
 - 6.9.3 receive reasonable and proper rent for premises demised or let to the Company.
- 6.10 The authority in Article 6.9 above is subject to the following conditions being satisfied:
 - 6.10.1 the remuneration or other sums paid to or for the benefit of the Director do not exceed an amount which is reasonable in all the circumstances;
 - 6.10.2 prior to any payment being made to the Director or for his benefit an appropriate written contract is concluded between the Director (or relevant person) and the Company containing the full details of his duties and obligations to the Company the amount of remuneration payable to him and all other relevant terms and conditions

and copies of all such contracts are retained by the Company for inspection by any authorised person;

6.10.3 the other Directors are satisfied that it is in the interests of the Company to contract with that Director (or relevant person) rather than with someone who is not a Director (or relevant person). In reaching that decision the Directors shall balance the advantage of contracting with the Director (or relevant person) against the disadvantages of doing so (including the loss of the Director's services as a result of dealing with the Director's conflict of interests);

6.10.4 a majority of the Directors then in office are not in receipt of such payments or benefits;

6.10.5 the provisions of Article 7 below are observed in relation to any discussions of the Directors concerning that Director's interest, his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.9 applies in respect of a Director indirectly, a **relevant person** is a person (other than the Director) who proposes to enter into a contract with, lend money to or demise or let premises to the Company under Articles 6.9.1, 6.9.2 or 6.9.3 as the case may be.

7 Conflicts of interests and conflicts of loyalty

7.1 Whenever a Director has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Directors or a committee of the Directors or in any transaction or arrangement with the Company (whether proposed or already entered into), the Director concerned shall:

7.1.1 declare an interest at or before any discussion on the item;

7.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;

7.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and

7.1.4 withdraw during the vote and have no vote on the item.

7.2 Where a Director becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Directors, the Director concerned shall:

7.2.1 as soon as possible declare an interest to all the other Directors;

7.2.2 not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Director who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

- 7.3 Articles 7.1.2 to 7.1.4 and 7.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 7.4 If a conflict of interests arises for a Director, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Directors, the unconflicted Directors may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.
- 7.5 A conflict of interests may only be authorised under Article 7.4 if:
- 7.5.1 the unconflicted Directors consider it is in the interests of the Company to do so in the circumstances applying;
 - 7.5.2 the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and
 - 7.5.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Director which may arise from the authorised conflict.
- 7.6 Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted Directors, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Director:
- 7.6.1 to disclose information confidential to the Company to a third party; or
 - 7.6.2 to refrain from taking any step required to remove the conflict,
- and may impose conditions on the authorisation.

8 Limited liability of Members

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for:

- 8.1 payment of the debts and liabilities of the Company contracted before he ceases to be a Member,
- 8.2 payment of the costs, charges and expenses of winding up, and
- 8.3 adjustment of the rights of the contributories among themselves.

9 Surplus assets

- 9.1 If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Company (the **Company's surplus assets**), the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred in accordance with this Article.

- 9.2 The Directors of the Company may at any time before and in expectation of its dissolution resolve that the Company's surplus assets shall on or before dissolution of the Company be applied or transferred in any of the following ways:
- 9.2.1 directly for one or more of the Objects;
 - 9.2.2 to any one or more organisations for purposes which are similar to the Objects; or
 - 9.2.3 to any one or more organisations for use for particular purposes falling within the Objects.
- 9.3 In the event of no resolution being passed by the Directors in accordance with this Article on the winding-up or dissolution of the Company, the Company's surplus assets shall be applied for purposes as directed by the Court.
- 9.4 If the Company is a trustee of any trusts at the time it is wound up or dissolved, the Company shall procure the appointment of a new trustee or trustees of those trusts in the place of the Company.

MEMBERSHIP

10 Members

- 10.1 Any Director shall, by agreeing to become a Director, agree to become a Member of the Company and accordingly shall be admitted to membership of the Company on his appointment as Director. There shall be no other Members of the Company.
- 10.2 Membership is not transferable.
- 10.3 The Company shall maintain a register of Members.

11 Termination of membership

Membership is terminated if:

- 11.1 the Member dies;
- 11.2 the Member retires by written notice to the Company provided that after such retirement the number of Members is not less than three;
- 11.3 the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that his or her membership is terminated. Such a resolution may only be passed if:
 - 11.3.1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons for its proposal; and

- 11.3.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Company, has been permitted to make representations to the meeting.
- 11.4 the Member ceases to be a Director.

MEETINGS OF MEMBERS

12 General meetings

- 12.1 The Directors may call general meetings.
- 12.2 On the requisition of Members pursuant to the Act the Directors shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting in accordance with the provisions of the Act.

13 Notice of general meetings

- 13.1 General meetings shall be called by at least 14 clear days' notice.
- 13.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 13.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.
- 13.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:
 - 13.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - 13.4.2 the auditor for the time being of the Company; and
 - 13.4.3 each Director,and no other person shall be entitled to receive notice of general meetings.
- 13.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 13.6 A Member present at any meeting of the Company either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

14 Proxies

- 14.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting of the Company.
- 14.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 14.2.1 states the name and address of the Member appointing the proxy;
 - 14.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 14.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 14.2.4 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.
- 14.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 14.4 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.
- 14.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 14.5.1 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
 - 14.5.2 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.
- 14.6 Proxy notices may:
- 14.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours (not counting any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 14.6.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:
 - (a) in the notice convening the meeting, or
 - (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (c) in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before (not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

14.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or

14.6.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

14.7 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.

14.8 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.

14.9 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.

15 Organisation at general meetings

15.1 No business shall be transacted at any general meeting unless a quorum is present.

15.2 Five persons entitled to vote upon the business to be transacted or one third of the total number of Members, whichever is the greater, each being a Member or a proxy for a Member, shall be a quorum.

15.3 There shall be a chairman of every general meeting:

15.3.1 The chairman, if any, of the Directors shall chair every general meeting of the Company.

15.3.2 In his absence the vice-chairman, if any, of the Directors shall act as chairman.

15.3.3 If at any meeting neither the chairman nor the vice-chairman, if any, is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting.

15.3.4 If there is only one Director present and willing to act, he shall chair the meeting.

15.3.5 If at any meeting no Director is willing to act as chairman or if no Director is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.

- 15.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:
- 15.4.1 if convened on the requisition of Members, shall be dissolved;
 - 15.4.2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine.
- 15.5 In relation to adjournment of meetings:
- 15.5.1 the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
 - 15.5.2 when a meeting is adjourned for fourteen days or more, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain;
 - 15.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

16 Attendance and speaking at general meetings

- 16.1 A person is able to exercise the right to speak and vote at a general meeting when that person is in a position, during the meeting, to communicate to all those attending and in those circumstances it is immaterial if two or more persons are not in the same place as each other.
- 16.2 A person is able to exercise the right to vote at a general meeting when:
- 16.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 16.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 16.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

DECISIONS OF MEMBERS

17 Voting at general meetings

- 17.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

17.2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of proceedings of the Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, 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.

17.3 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

18 Votes of members

18.1 Every Member shall have one vote.

18.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

19 Written resolutions

19.1 Save for a resolution to remove a Director before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.

19.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

DIRECTORS

20 Directors

20.1 Unless otherwise determined by Ordinary Resolution the maximum number of Directors shall be eleven and the minimum number of Directors shall be five.

20.2 A Director may not appoint an alternate director or anyone to act on his behalf at meetings of the Directors.

20.3 The Directors shall ensure the Board includes individuals with an appropriate range of skills and experience, commensurate with the Company's function and purpose, including in education, inspection and safeguarding.

21 Appointment of Directors

21.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a simple majority of all the Directors entitled to attend and vote at any meeting of the Directors.

21.2 No appointment of a Director may be made which would cause the number of Directors to exceed any number fixed as the maximum number of Directors.

21.3 Subject to Articles 22 and 23 a Director shall hold office until his retirement in accordance with Article 24.

22 Removal of Directors

22.1 The Company may by Ordinary Resolution of which special notice has been given to the Company in accordance with the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

23 Disqualification or vacation of office of Directors

The office of Director shall be vacated if:

23.1 the Director ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;

23.2 the Director is disqualified from acting as a company director by virtue of the Act;

23.3 the Director becomes bankrupt or makes any arrangement or composition with his creditors generally;

23.4 a registered medical practitioner who is treating the Director gives a written opinion 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;

23.5 a court makes an order which wholly or partly prevents the Director from personally exercising any powers or rights which he would otherwise have and the Directors resolve that his office be vacated;

23.6 the Director resigns his office by written notice to the Company provided at least three Directors remain in office after the resignation takes effect;

23.7 the Director is absent from all Directors' meetings without leave for one year and the Directors resolve that his office be vacated;

23.8 the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by the Act or the Articles and the Directors resolve that the office be vacated; or

23.9 the Director fails to agree to a reasonable request by the Directors for a Disclosure and Barring Service (DBS) check (or equivalent) and the Directors resolve that his office be vacated.

24 Retirement of Directors

24.1 The Nominated Directors shall cease to hold office on the date these Articles come into effect.

- 24.2 The Independent Directors and chair shall, subject to Articles 22 and 23, hold office until the date determined by the Directors.
- 24.3 Each Director appointed following the date these Articles come into effect shall be appointed for a term of three years at the end of which they shall retire.
- 24.4 Subject to Article 24.5, a person retiring from the office of Director shall be eligible for re-appointment.
- 24.5 No Director shall serve for a consecutive period of more than two terms save with the unanimous resolution of the Directors.

25 Powers and duties of the Directors

- 25.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
- 25.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Directors have done before the making of the alteration or the passing of the resolution.
- 25.3 A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

26 Proceedings and decisions of the Directors

- 26.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 26.2 The Directors shall meet at least three times a year.
- 26.3 A meeting of the Directors:
- 26.3.1 may be called by any Director; and
 - 26.3.2 shall, at the request of a Director, be called by the Secretary (if any).
- 26.4 Notice of any meeting of the Directors must indicate:
- 26.4.1 its proposed date, time and subject matter;
 - 26.4.2 where it is to take place; and
 - 26.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 26.5 In fixing the date and time of any meeting of the Directors, the Director calling it shall try to ensure, subject to the urgency of any matter to be decided by the Directors, that as many Directors as practicable are likely to be available to participate in it.

- 26.6 Notice of a meeting of the Directors must be given to each Director, but need not be in writing.
- 26.7 Notice of a meeting of the Directors need not be given to Directors who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Company seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 26.8 Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.
- 26.9 Any Director may participate in a meeting of the Directors by means of video conference, telephone or any suitable electronic means agreed by the Directors whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.
- 26.10 In relation to the quorum for a meeting of the Directors:
- 26.10.1 no decision other than a decision to call a meeting of the Directors or a general meeting shall be taken by the Directors unless a quorum participates in the decision-making process;
 - 26.10.2 the quorum for decision-making by the Directors may be fixed from time to time by a decision of the Directors, provided it shall not be less than five, or one third of the total number of Directors, whichever is the greater, and unless otherwise fixed is five;
 - 26.10.3 if the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision:
 - (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Members to appoint further Directors;
 - 26.10.4 a Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 26.11 Questions arising at a meeting shall be decided by a majority of votes.
- 26.12
- 26.12.1 Subject to clause 26.12.2, the Directors shall elect a chair and vice-chair from among their number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election.
 - 26.12.2 The Department for Education has the right to be consulted by the Directors prior to the appointment of any chair of the board.

- 26.12.3 If at any meeting neither the chair nor the vice-chair is present within ten minutes after the time appointed for holding the same, or if there is no chair or vice-chair, the Directors present shall choose one of their number to chair the meeting.
- 26.12.4 In the case of an equality of votes, the chair shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chair is not to be counted as participating in the decision-making process for quorum or voting purposes. No Director in any other circumstances shall have more than one vote.
- 26.13 All acts done by any meeting of the Directors or of a committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that:
- 26.13.1 there was some defect in the appointment of any such Director or person acting as a Director, or
- 26.13.2 they or any of them were disqualified, or
- 26.13.3 they or any of them were not entitled to vote on the matter,
- be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 26.14 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more Directors.
- 26.15 Subject to the Articles, the Directors may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

27 Delegation by the Directors

- 27.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors.
- 27.2 The Directors shall determine the terms of any delegation to such a committee and may impose conditions, including that:
- 27.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate;
- 27.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 27.3 Subject to and in default of any other terms imposed by the Directors:
- 27.3.1 the chair shall be an ex-officio member of every committee appointed by the Directors;
- 27.3.2 the Directors may appoint such persons, not being Directors, as they think fit to be members of any committee;

- 27.3.3 *the Directors may appoint a chair of each committee; if at any meeting the chair is not present within ten minutes after the time appointed for holding the same, the members of that committee present may choose one of their number to chair the meeting;*
- 27.3.4 a committee may meet and adjourn as it thinks proper;
- 27.3.5 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and
- 27.3.6 *in the case of an equality of votes the chair of the committee shall have a second or casting vote;*

and subject thereto committees to which the Directors delegate any of their powers shall 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 Directors.

- 27.4 The terms of any delegation to a committee shall be recorded in the minute book.
- 27.5 The Directors may revoke or alter a delegation.
- 27.6 All acts and proceedings of committees shall be reported to the Directors fully and promptly.

28 Advisory Board

- 28.1 The Directors shall establish an Advisory Board, which shall be designated such title as determined by the Directors from time to time, to provide specialist advice and recommendations to the Directors, and other functions as the Directors may from time to time specify.
- 28.2 The Directors may consult the Advisory Board as and when they in their absolute discretion think appropriate.
- 28.3 The Directors shall determine and record the composition, role and functions (if any) of the Advisory Board.
- 28.4 The Directors may terminate the appointment of a member of the Advisory Board by a resolution of the Directors that it is in the best interests of the Company that his or her appointment as a member of the Advisory Board is terminated.
- 28.5 At all times at least one Director shall be a member of the Advisory Board.

29 Delegation of day to day management

- 29.1 The Directors may delegate day to day management and administration of the Company to one or more executive manager(s).
- 29.2 The delegated power shall be to manage the Company by implementing the policy and strategy adopted and within a budget approved by the Directors and if applicable to advise the Directors in relation to such policy, strategy and budget.

29.3 The Directors shall provide the executive manager(s) with a description of his/her role and the extent of his/her authority.

29.4 The executive manager(s) shall report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts sufficient to explain the financial position of the Company.

SECRETARY AND MINUTES

30 Secretary

30.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Directors for such term at such remuneration and on such conditions as the Directors may think fit. Any Secretary so appointed by the Directors may be removed by them.

30.2 A Secretary who is also a Director may not be remunerated save as permitted in accordance with the Articles.

31 Minutes

31.1 The Directors shall ensure that the Company keeps records, in writing, comprising:

31.1.1 minutes of all proceedings at general meetings;

31.1.2 copies of all resolutions of Members passed otherwise than at general meetings;

31.1.3 details of appointments of officers made by the Directors; and

31.1.4 minutes of meetings of the Directors and committees of the Directors, including the names of the Directors present at the meeting.

31.2 The Directors shall ensure that the records comprising 31.1.1 and 31.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

ACCOUNTS AND AUDIT

32 Accounts

32.1 The Directors shall comply with the requirements of the Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies of:

32.1.1 annual reports;

32.1.2 confirmation statements; and

32.1.3 annual statements of account.

32.2 Accounting records relating to the Company shall be made available for inspection by any Director at any reasonable time during normal office hours.

32.3 The Directors shall supply a copy of the Company's latest available statement of account to any Member on request, and within two months of the request to any other person who makes a written request and pays the Company's reasonable costs of complying with the request.

33 Audit

Auditors shall be appointed and their duties regulated as required in accordance with the Act.

COMMUNICATION

34 Means of communication

34.1 Subject to the Articles, the Company may deliver a notice or other document to a Member:

34.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

34.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

34.1.3 in electronic form to an address notified by the Member in writing;

34.1.4 by a website, the address of which shall be notified to the Member in writing; or

34.1.5 by advertisement in at least two national newspapers.

34.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

34.3 If a notice or document:

34.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

34.3.2 is sent by post or other delivery service in accordance with Article 34.1.2 above it is treated as being delivered:

(a) 24 hours after it was posted, if first class post was used; or

(b) 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (c) properly addressed; and
 - (d) put into the postal system or given to delivery agents with postage or delivery paid.
- 34.3.3 is sent by fax, providing that the Company can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.
- 34.3.4 is sent in electronic form, providing that the Company can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.
- 34.3.5 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.4 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

INDEMNITY

35 Indemnity

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

RULES AND BYELAWS

36 Rules or byelaws

- 36.1 The Directors may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of the Company or for the purpose of prescribing classes and conditions of membership of any group established to support the Company.
- 36.2 The Company in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 36.3 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.