

No. 3024675

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**WRITTEN RESOLUTION**

**OF**

**CONSTRUCTION SKILLS CERTIFICATION SCHEME LIMITED**

**(the "Company")**

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**CIRCULATION DATE: 18 June 2014**

The directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**") in accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**")

**SPECIAL RESOLUTION**

**Adoption of New Articles**

1. That the articles of association attached to this Resolution (the "**New Articles**") be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association with immediate effect

**AGREEMENT**

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

The undersigned, a person entitled to vote on the Resolution on the Circulation Date set out above, hereby irrevocably agrees to the Resolution

Signed by Mrs S Nichol MBE

Date

WEDNESDAY



\*A3D74B12\*

A25

30/07/2014

#96


COMPANIES HOUSE

Signed by Mr S Murphy

Date

Signed by Mr S Ratcliffe

Date



7.6.2014.

Signed by Mr J Allott

Date

Signed by Mr B Berry

Date

Signed by Mr P Davies

Date

Signed by Mr M Roper

Date

Signed by

Date

Signed by

Date

Signed by

Date

## NOTES

- 1 If you agree to the 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

**By Hand** delivering the signed copy to Mrs Clair Milton ]

**Post** returning the signed copy by post to Mrs Clair Milton, B&CE Building, Manor Royal, Crawley, West Sussex, RH10 9QP

**Fax** faxing the signed copy to 01293 586801 marked for the attention of Clair Milton

**E-mail.** by attaching a scanned copy of the signed document to an e-mail and sending it to [clairmilton@bandce.co.uk](mailto:clairmilton@bandce.co.uk) Please enter "Written resolution (with the date of the resolution)" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

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Date

Signed by Mr S Murphy

Date

Signed by Mr I Dickerson

Date

Signed by Mr J Allott

Date

Signed by Mr B Berry

Date

Signed by Mr P Davies

P. Davies  
JUNE 21<sup>st</sup> 2014

Date

Signed by

Date

Signed by

Date

Signed by

Date

Signed by

Date

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Date



Signed by Mr S Murphy

Date

*Slender*  
*25/6/14.*

Signed by Mr I Dickerson

Date

Signed by Mr J Allott

Date

Signed by Mr B Berry

Date

Signed by Mr P Davies

Date

Signed by Mr M Roper

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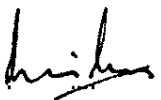
Date

Signed by Mr J Allott

Date

Signed by Mr B Berry

Date

  
2 July 2014

Signed by Mr P Davies

Date

Signed by Mr M Roper

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Company No 3024675

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

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NEW

ARTICLES OF ASSOCIATION

OF

CONSTRUCTION SKILLS CERTIFICATION SCHEME LIMITED

INCORPORATED ON 21 FEBRUARY 1995

AS ADOPTED BY SPECIAL RESOLUTION DATED 18 JUNE 2014

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INTERPRETATION, OBJECTS OF THE COMPANY AND LIMITATION OF LIABILITY

**Defined terms**

1. In the articles, unless the context requires otherwise—

“articles” means the company’s articles of association,

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

“CA 2006” means the Companies Act 2006 as amended from time to time,

“Client Group” means an organisation of or which represents the interests of clients of the construction industry,

“chairman” has the meaning given in article 14,

“chairman of the meeting” has the meaning given in article 31,

“Companies Acts” means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the company,

“Conflict” has the meaning given in article 16,

“Construction Skills Certification Scheme” means the schemes administered by the company for the identification of construction workers and validation of their skills

“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,

“electronic form” has the meaning given in section 1168 of CA 2006,

“eligible person” has the meaning given in article 25(b),

“Employer Member” means a person admitted as such under article 25(b) who represents the interests of employers engaged in the building and civil engineering construction industries,

“member” has the meaning given in section 112 of CA 2006,

“nominated person” means a person nominated by one of the bodies specified in article 25(b),

“ordinary resolution” has the meaning given in section 282 of CA 2006,

“participate”, in relation to a directors’ meeting, has the meaning given in article 12,

“proxy notice” has the meaning given in article 39,

“special resolution” has the meaning given in section 283 of CA 2006,

“Stakeholder Committee” has the meaning given in article 8,

“subsidiary” has the meaning given in section 1159 of CA 2006,

“Trade Union Member” means a person admitted as such under article 25(b) who represents the interests of trade unions and their members who are engaged in the building and civil engineering construction industries, and

“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

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in CA 2006 as in force on the date when these articles become binding on the company

### **Objects of the company**

2. —(1) The company’s objects are

(a) to maintain a record of individuals in construction trades or occupations who achieve or can demonstrate that they have already achieved an accredited qualification and to provide such individuals with a suitable means of identification,

(b) to carry on all or any of the businesses or activities of assessors of quality control and quality assurance to commerce, industry, providers of assessment services to any person, organisation body, firm or company including without limitation all or any certification or accreditation services, facilities and schemes,

(c) to create, provide, develop, extend, review, research, adapt and revise methods, systems studies and tests related to or connection with quality control, quality assurance, quality assessment, certification or accreditation,

(d) to maintain a scheme that will form the UK side of a bilateral agreement with other National Schemes to enable free movement of people throughout Europe through mutual recognition of qualifications,

(e) to be available to all those who wish to join,

(f) to promote the use of qualified people to users of construction skills,

(g) to operate in such a way that it will be self-financing with any surplus funds being used to the benefit of the scheme,

(h) to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the company,

(i) to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property,

(j) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the company may acquire or propose to acquire,

(k) to acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received,

(l) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the company,

(m) to invest and deal with the moneys of the company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made,

(n) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid),

(o) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it,

(p) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments,

(q) to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department for Business, Innovation and Skills or other authority for enabling the company to carry any of its objects into effect, or for effecting any modification of the company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests,

(r) to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions,

(s) to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world,

(t) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other



arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies,

(u) to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the company, or of undertaking any business or operations which may appear likely to assist or benefit the company or to enhance the value of any property or business of the company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid,

(v) to sell or otherwise dispose of the whole or any part of the business or property of the company, either together or in portions, for such consideration as the company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same,

(w) to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts,

(x) to remunerate any person, firm or company rendering services to the company either by cash payment or otherwise as may be thought expedient,

(y) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person, firm or company to pay the same,

(z) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the company or its directors or employees, or may be connected with any town or place where the company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the company, or any company which is a subsidiary of the company or the holding company of the company or a fellow subsidiary of the company or the predecessors in business of the company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability to the extent permitted by the Companies Acts and article 47, and to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the company or of any such subsidiary, holding or fellow subsidiary company,

(aa) to procure the company to be registered or recognised in any part of the world,

(bb) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others, and

(cc) to do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them

(2) None of the objects set forth in any paragraph of this article 2 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other paragraph of this article, or by reference to or inference from the name of the company

(3) None of the paragraphs of this article 2 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such paragraph, and the company shall have as full a power to exercise each and every one of the objects specified in each paragraph of this article 2 as though each such paragraph contained the objects of a separate Company

(4) The word "company" in this article 2, except where used in reference to the company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(5) The income and property of the company shall be applied solely towards the promotion of its objects as set forth in this article 2 and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the company, provided that nothing herein shall prevent any payment in good faith by the company

(a) of reasonable and proper remuneration to any member, officer or servant of the company for any services rendered to the company, or

(b) of interest on money lent by any member of the company at a reasonable and proper rate per annum not exceeding two per cent (2%) less than the published base lending rate of a clearing bank to be selected by the directors, or

(c) of reasonable and proper rent for premises demised or let by any member of the company, or

(d) to any member of its board of directors of out-of-pocket expenses

(6) 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 some other institution or institutions having objects similar to the objects of the company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the company under or by virtue of paragraph 5 of this article 2, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object

### **Liability of members**

3. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for—

(a) payment of the company's debts and liabilities contracted before he ceases to be a member,

(b) payment of the costs, charges and expenses of winding up, and

(c) adjustment of the rights of the contributories among themselves

## **DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **Directors' general authority**

4. Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

#### **Members' reserve power**

5.—(1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution

#### **Directors may delegate**

6.—(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

(a) to such person or committee,

(b) by such means (including by power of attorney),

(c) to such an extent,

(d) in relation to such matters or territories, and

(e) on such terms and conditions,

as they think fit

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions

#### **Committees**

7.—(1) Committees to which the directors delegate any of their powers 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 directors

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them

#### **Stakeholder Committee**

8. Without prejudice to the generality of their powers pursuant to these articles the directors shall have power to appoint such persons as they think fit to serve on a Stakeholder Committee. The Stakeholder Committee shall have administrative functions in relation to any Construction Skills Certification Scheme operated by the company and shall provide such services to the company as the directors shall from time to time determine

### **DECISION-MAKING BY DIRECTORS**

#### **Directors to take decisions collectively**

9.—(1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10

(2) If—

(a) the company only has one (1) director, and

(b) no provision of the articles requires it to have more than one (1) director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making

#### **Unanimous decisions**

10.—(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter

(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing

(3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting

(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

#### **Calling a directors' meeting**

11.—(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

(2) Notice of any directors' meeting must indicate—

(a) its proposed date and time,

(b) where it is to take place, and

(c) 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

(3) Notice of a directors' meeting must be given to each director and must be in writing

(4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven (7) days 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

### **Participation in directors' meetings**

**12.—**(1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—

(a) the meeting has been called and takes place in accordance with the articles, and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

### **Quorum for directors' meetings**

**13.—**(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than four (4), and unless otherwise fixed it is four (4), of whom one (1) shall have been nominated by an Employer Member and one by a Trade Union Member

(3) If the total number of directors for the time being is less than the quorum required, the directors must 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

### **Chairing of directors' meetings**

**14.—**(1) The person appointed as Chairman under article 31(1) shall chair meetings of the directors

(2) If the chairman is not participating in a directors' meeting within ten (10) minutes of the time at which it was to start, the Vice Chairman appointed under article 31(1) shall chair it

(3) The Chairman shall fill the position of an additional director on the board of directors but irrespective of where the Chairman is selected from, he will not have any representative role and will be deemed as independent

(4) If the Chairman is appointed from within the directors, the organisation listed in article 19(2) who has nominated the said director will be entitled to nominate a new director, subject to his duties to act in the best interests of the company and to avoid conflict. Upon expiry of the Chairman's term, the member appointing him will decide on whether he will continue to serve as a director for the company

#### **Casting vote**

15.—The chairman or other director chairing the meeting shall not have a casting vote

#### **Directors' conflicts of interests**

16. —(1) For the purposes of this article 16, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests

(2) The directors may, in accordance with the requirements set out in this article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**)

(3) A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors

(4) Any authorisation under this article 16 will be effective only if

(a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,

(b) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and

(c) the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted

(5) Any authorisation of a Conflict under this article 16 may (whether at the time of giving the authorisation or subsequently)

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised, or

(b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, or

(c) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

(6) In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

(a) disclose such information to the directors or to any director or other officer or employee of the company, or

(b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

(7) Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

(a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict, and/or

(b) is not given any documents or other information relating to the Conflict, and/or

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

(8) Where the directors authorise a Conflict

(a) the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict, and

(b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

(9) A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the company's subsidiaries or of any other body corporate in which the company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be

avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006

(10) Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with article 16(6), and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office

(a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise interested,

(b) shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the company, in which he is in any way directly or indirectly interested,

(c) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,

(d) may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and

(e) shall not, by reason of his office be accountable to the company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006)) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006

(11) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

(12) Subject to article 16 13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

(13) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

#### **Records of decisions to be kept**

17. The directors must ensure that the company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.



### **Directors' discretion to make further rules**

18. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

## **APPOINTMENT OF DIRECTORS**

### **Methods of appointing directors**

19.—(1) There shall not be more than ten (10) directors

(2) The following shall have the right to nominate one (1) director each and may, at any time, remove the director nominated by them and nominate another person as a director in his place—

A Client Group approved by the Directors

Civil Engineering Contractors Association (CECA) (company number 3276327)

Construction Industry Council

Federation of Master Builders (company number 368163)

General & Municipal Boilermakers' Union

NSCC Limited (company number 1572772)

Union of Construction and Allied Trades and Technicians

Unite the Union

United Kingdom Contractors Group (UKCG) (company number 6648728)

(3) The nomination or removal of a person nominated under article 19(2) shall be by resolution of the board of directors or governing body of the organisation in question and subject to the approval of the directors of the company at the directors' meeting, shall take effect immediately upon service of a copy of the resolution at the company's registered office certified as a true copy by a director or the secretary or an officer or duly authorised signatory of the organisation in question

(4) The independent Chairman appointed under article 31(1) will be an additional director and the directors will agree upon such terms and conditions as it considers fit and shall likewise have power to remove such additional director in accordance with these articles

(5) The directors shall also have power to determine what organisations are entitled to nominate directors where one of the existing organisations, amalgamates with another such organisation or ceases to exist and the board's determination shall be final and conclusive

(6) The directors shall not be required to retire by rotation

### **Termination of director's appointment**

**20.** A person ceases to be a director as soon as—

- (a) that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law, or
- (b) a bankruptcy order is made against that person, or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts, or
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months, or
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (g) the board of directors or governing body of the organisation which appointed him, removes him in accordance with article 19(3)

### **Borrowing Powers**

**21.** The directors may exercise all the powers of the company to borrow money without limit as to the amount and upon such terms and in such manner as they think fit but subject always to the provisions of the Companies Acts, and to grant any mortgage, charge or standard of security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the company or of any party

### **Directors' fees**

**22.—(1)** Directors are entitled to such fees as the directors determine—

- (a) for their services to the company as directors, and
  - (b) for any other service which they undertake for the company
- (2) Subject to the articles, a director's remuneration may—
- (a) take any form, and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- (3) Unless the directors decide otherwise, directors' remuneration accrues from day to day

(4) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

#### **Directors' expenses**

23. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- (a) meetings of directors or committees of directors, or
- (b) general meetings, or
- (c) separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

#### **Alternate Directors**

24.—(1) A director or any such other person may act as an alternate director to represent more than one director and shall be entitled at any meeting of the directors or of any committee of the directors to one (1) vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

(2) An alternate director shall not be entitled to receive any remuneration from the company

### **MEMBERS**

#### **BECOMING AND CEASING TO BE A MEMBER**

##### **Applications for membership**

25. —(1) The directors have power to admit persons to membership of the company provided always that—

- (a) every person seeking membership shall complete a membership application form in such form as may be approved by the directors from time to time, and
- (b) the directors shall not admit to membership any person who is not an eligible person as defined in paragraph (b) below

(2) For the purposes of these articles, the following shall be eligible persons

- (a) Civil Engineering Contractors Association (CECA) (company number 3276327),
- (b) Federation of Master Builders (company number 368163),
- (c) A person nominated by the General & Municipal Boilermakers' Union,

(d) NSCC Limited (company number 1572772),

(e) A person nominated by Union of Construction and Allied Trades and Technicians

(f) A person nominated by Unite the Union, and

(g) United Kingdom Contractors Group (UKCG) (company number 6648728)

(3) Nomination of a person for the purposes of this article 25 shall be by resolution of the board of directors or the governing body of the organisation in question and a copy of that resolution or the official letter, certified by an officer or duly authorised signatory of such organisation, together with written notice signed by the nominee indicating his willingness to represent such organisation and to become a member of the company, shall be delivered to the registered office of the company

(d) In determining the suitability of any person for membership of the company, the directors may require production to them of such evidence as they think fit and the decision of the directors as to whether or not to admit an applicant to membership shall be final and binding

(e) Save for the subscribers to the memorandum, no person shall be admitted to membership unless the provisions of this article have been observed

#### **Register of Members**

26. The company shall keep a register of members in accordance with the provisions of the Companies Acts and shall enter in it the requisite details of all persons who are, who become or who cease to be members of the company

#### **Termination of membership**

27.—(1) A member may withdraw from membership of the company by giving seven (7) days' notice to the company in writing

(2) Membership is not transferable

(3) A person's membership terminates when that person dies or ceases to exist

(2) Where any member was admitted to membership of the company as a nominated person pursuant to article 25(2) above, the body which nominated him may resolve that his nomination be terminated. Such resolution shall be by resolution of the board of directors or the governing body for the time being of the organisation in question. Upon service of a copy of such resolution on the company at its registered office, certified by an officer or duly authorised signatory of the organisation in question, the membership of such member shall automatically terminate

## ORGANISATION OF GENERAL MEETINGS

### Attendance and speaking at general meetings

28.—(1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

(2) A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) 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

(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

(4) In determining attendance at a general meeting, it is immaterial whether any two (2) or more members attending it are in the same place as each other

(5) Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

### Notices of general meetings

29.—(a) An annual general meeting and a general meeting (other than annual general meeting) called for the passing of a special resolution shall be called by at least twenty one (21) clear days' notice. All general meetings (other than annual general meeting) may be called by shorter notice if so agreed by all the members entitled to attend and vote thereat

(b) The notice shall specify the time and place of the meeting and in the case of an annual general meeting, shall specify the meeting as such

(c) The notice shall be given to all the members and to the members of the board and the auditors

(d) Any member of the company entitled to attend and vote at the general meeting shall be entitled to nominate a person to attend and vote at the general meeting on its behalf and to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member at the meeting

(e) The members will meet twice a year to consider constitutional matters

### Quorum for general meetings

30. (a) No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Subject to paragraph (b) below, four (4) persons entitled to vote upon the business to be transacted each being a

member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

(b) If and for so long as the company has only one (1) member, that member present in person or by proxy or if that member is a corporation, by a duly a authorised representative of a corporation shall be a quorum

### **Chairing general meetings**

**31.—**(1) The Chairman and Vice Chairman shall be appointed by the members for a period of three (3) years which is renewable if the members so decide. The chairman shall chair general meetings if present and willing to do so.

(2) If the chairman 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 Vice Chairman will chair the meeting, failing which—

(a) the directors present, or

(b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”. The chairman shall not have a casting vote at the meetings.

### **Attendance and speaking by directors and non-members**

**32.—**(1) Directors may attend and speak at general meetings, whether or not they are members.

(2) The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

### **Adjournment**

**33.—**(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 chairman of the meeting must adjourn it.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman 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.

(3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

(4) When adjourning a general meeting, the chairman of the meeting must—

(a) 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 directors, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

(5) If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the company must give at least seven (7) clear days' notice of it (that is excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain

(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

**34.**—(a) If and for so long as the company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effective as if agreed by the company in general meeting

(b) Any decision taken by a sole member pursuant to paragraph (a) above shall be recorded in writing and delivered by that member to the company for entry in the company's minute book

## VOTING AT GENERAL MEETINGS

### **Voting: general**

**35.** (a) 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

(b) On a show of hands, every member present in person shall have one (1) vote. On a poll every member present in person or by proxy shall have one (1) vote

### **Errors and disputes**

**36.**—(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

(2) Any such objection must be referred to the chairman of the meeting whose decision is final

### **Poll votes**

**37.**—(1) A poll on a resolution may be demanded—

(a) in advance of the general meeting where it is to be put to the vote, or

(b) 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

(2) A poll may be demanded by—

(a) the chairman of the meeting, or

(b) the directors, or

(c) two (2) or more persons having the right to vote on the resolution, or

(d) 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

(3) A demand for a poll may be withdrawn if—

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs

#### **Weighted Voting Rights**

38.- If at any time the number of Employer Members of the company shall exceed or be less than the number of Trade Union Member of the company then a poll taken at such time the votes that are exercisable by each member of the smaller of such classes of member shall be increased according to the formula

$$V = 1 \times L/S$$

where

V = the number of votes (which shall for the avoidance of doubt include fractions of votes) exercisable by each member of the smaller of such classes of members as varied by the provisions of this article 40,

L = the number of members in the more numerous of such classes of member, and

S = the number of members in the less numerous of such classes of member.

and on a poll each vote cast shall be counted accordingly

#### **Content of proxy notices**

39.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

(a) states the name and address of the member appointing the proxy,



(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

(c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and

(d) 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

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

(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

(4) Unless a proxy notice indicates otherwise, it must be treated as—

(a) 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

(b) 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

#### **Delivery of proxy notices**

**40.—**(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

(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

(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

(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

#### **Amendments to resolutions**

**41.—**(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) 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 forty eight (48) hours before the meeting is to take place (or such later time as the chairman of the meeting may determine) and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting materially alter the scope of the resolution

(2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

(3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

## **ADMINISTRATIVE ARRANGEMENTS**

### **Means of communication to be used**

**42.—**(1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which CA 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

(3) A director may agree with the company that notices or documents sent to that director 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 forty eight (48) hours

### **Company seals**

**43.—**(1) Any common seal may only be used by the authority of the directors

(2) The directors may decide by what means and in what form any common seal is to be used

(3) Unless otherwise decided by the directors, 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

(4) For the purposes of this article, an authorised person is—

(a) any director of the company, or

(b) the company secretary (if any), or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

### **No right to inspect accounts and other records**

**44.** Except as provided by law or authorised by the directors 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

### **Provision for employees on cessation of business**

**45.** The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **Indemnity**

**46.—**(1) Subject to paragraph (2) below, a relevant director of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006), and

(c) any other liability incurred by that director as an officer of the company or an associated company

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

(3) In this article—

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant director" means any director or former director of the company or an associated company

### **Insurance**

**47.—**(1) The directors may decide to purchase and maintain insurance, at the expense of the company for the benefit of any relevant director in respect of any relevant loss

(2) In this article—

(a) a "relevant director" means any director or former director of the company or an associated company,

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

#### **Rules or by laws**

**48.** —The directors may from time to time make such rules or by 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 the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or by laws regulate -

- (i) The admission and classification of members of the company, the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,
- (ii) The conduct of members of the company in relation to one another, and to the company's employees,
- (iii) The setting aside of the whole or any part or parts of the company's premises at any particular time or times or for any particular purpose or purposes,
- (iv) The procedure at general meetings and meetings of the board of directors and committees of the company in so far as such procedure is not regulated by these articles,
- (v) The membership and functions of the Stakeholder Committee and services provided to the company by the Stakeholder Committee, and
- (vi) generally, all such matters as are commonly the subject matter of company's rules

The company in general meeting shall have power to alter or repeal the rules or by laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the company all such rules and by laws, which so long as they shall be in force, shall be binding on all members of the company. Provided nevertheless, that no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in, the memorandum and articles of the company

**Certified as a true copy**

Mr M Clapham  
Chairman