

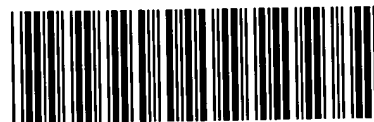
Company Number: 03150875

THE COMPANIES ACT 2006

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

**ARTICLES OF ASSOCIATION
OF
WJEC CBAC LIMITED**

**Incorporated on 25 January 1996 as amended by Special Resolutions
dated 14 December 1998, 27 September 1999, 6 November 2016, 25
January 2019 and 21 May 2021**



1. Preliminary

1.1 In these articles:

the Act	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company;
the Articles	means these articles of association of the Company;
authorised representative	means an individual who is authorised by a Member to act on its behalf at meetings of the Company;
the Board	means the Board of Directors of the Company;
charity trustees	has the meaning given to it in section 177 Charities Act 2011;
Chief Executive	means the person or persons from time to time appointed pursuant to Article 18.1;
the Commission	means the Charity Commission for England and Wales;
the Company	means WJEC CBAC Limited;
Conflicted Director	means a Director in respect of whom a conflict of interest arises or may reasonably arise because such Director or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;
connected person	means in relation to a Director, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Director, any firm of which that Director is a partner or member or employee, and any company of which that Director is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
the Directors	means such persons as are from time to time acting in the management of the Company as directors of the Company and “ Director ”

	means any one of them;
Member	means a member of the Company from time to time;
Objects	means the objects of the Company as set out in the Articles (as such objects may be amended from time to time);
the Seal	means the common seal of the Company;
the Secretary	means any person appointed to perform the duties of the secretary of the Company;
Unitary Authorities	<p>means those Welsh unitary authorities listed below and "Unitary Authority" means any one of them:</p> <p>Conwy Ynys Môn Gwynedd</p> <p>Denbighshire</p> <p>Flintshire</p> <p>Wrexham</p> <p>Ceredigion</p> <p>Carmarthenshire</p> <p>Pembrokeshire</p> <p>Powys</p> <p>Bridgend</p> <p>Rhondda Cynon Taff</p> <p>Merthyr Tydfil</p> <p>Swansea</p> <p>Vale of Glamorgan</p> <p>Neath and Port Talbot</p> <p>Blaenau Gwent</p> <p>Cardiff</p>

	<p>Caerphilly</p> <p>Torfaen</p> <p>Monmouthshire</p> <p>Newport</p> <p>and for the purposes of these Articles the expression "Unitary Authority" shall be deemed to include their respective successors in title or any other organisation superseding them with substantially the same objects; and</p>
the United Kingdom	means Great Britain and Northern Ireland.

- 1.2 Words importing the masculine gender only shall include the feminine gender and vice versa.
- 1.3 In these Articles the expression '**meeting**' includes, except where inconsistent with any legal obligation:
- (a) a physical meeting;
 - (b) a video conference, an internet video facility or similar electronic method allowing simultaneous visual and audio participation, and
 - (c) telephone conferencing.

2. Objects

- 2.1 The Company is established for the following objects:
- (a) to maintain, develop and deliver appropriate systems for the assessment and examination of students of all ages and of all disciplines at schools, colleges and other institutions in Wales and elsewhere;
 - (b) to provide training and curriculum and management support for local authorities, schools, colleges and other charitable institutions in Wales and elsewhere;
 - (c) to promote, support and advance the development of the Welsh language and culture in Wales and elsewhere, including through the provision of educational resources and professional development activities for teachers and lecturers;
 - (d) to promote, support and advance the development of **Youth Arts** in Wales;
 - (e) the advancement of education and training in Wales and elsewhere.

In this clause **Youth Arts** means performing arts opportunities open to the young people of Wales, including through music, theatre and dance.

3. Powers

3.1 The Company shall have the following powers exercisable in furtherance of its said objects:

- (a) to employ or retain on a full time or part time basis, and on such terms as to pay and other conditions of employment as may be thought fit, or on a voluntary basis, any persons qualified to assist or experienced or skilled in assisting in the provision of any of the activities of the Company;
- (b) to purchase, take on lease or licence, hire or otherwise acquire real and personal property and any rights and privileges whether in the United Kingdom or elsewhere which shall be necessary or convenient for the promotion of the objects of the Company or any of them; and to maintain, construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company;
- (c) to sell, let, sub-let, licence occupation or use of, mortgage, dispose of and in any way turn to account or otherwise deal in all or any part of the property or assets of the Company for or without any consideration and subject to such terms and conditions as may be thought fit;
- (d) to issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the objects of the Company or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise; and to receive gifts by will or inter vivos of property of any description, whether or not subject to any express trusts;
- (e) to promote or undertake research and experimental work and to formulate, prepare and establish schemes therefor;
- (f) to procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets and other documents;
- (g) to enter into any contract of insurance howsoever in respect of any matter in which the Company has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection with any real or personal property in which the Company has any interest;
- (h) to establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities, loans and bonuses to such

persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe or to otherwise support any institution, association, society, club, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or to benefit such persons; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any of its businesses or of any company which was or is for the time being a subsidiary (as defined by section 1159 of the Companies Act 2006) of the Company or is otherwise associated with the Company or any of its businesses or holding or who hold or who held any salaried employment or office in the Company or such other company or business, and the families (including former spouses) of them or any person who is or was dependant on them;

- (i) to borrow or raise money in such amounts and manner and on such terms as the Company shall think fit and when thought desirable to execute and issue security of such kind subject to such conditions, for such amount, and payable in such place and manner, and to such person as may be thought expedient to promote the objects of the Company, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debenture, debenture stock (perpetual or otherwise), mortgages, charges or securities over the whole or any part of its assets, present or future, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (j) to make charges, including nominal or no charges, in respect of any of the activities of the Company;
- (k) to receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Company;
- (l) to make, draw, accept, exchange, endorse, negotiate, issue or execute promissory notes, bills of exchange or other negotiable instruments or payment orders, for the purpose of or in connection with the objects of the Company;

- (m) to invest and deal with the moneys of the Company not immediately required in such manner as the Company may from time to time determine subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (n) to establish, promote or assist the activities of companies and other bodies (incorporated or unincorporated) with objects similar to those of the Company for the acquisition of any part of the property or liabilities of the Company with or without valuable consideration or for no consideration or to carry on any authorised activity of the Company or for any other purpose directly or indirectly calculated to benefit the Company in the furtherance of its objects;
- (o) to federate, amalgamate or combine wholly or in part with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated;
- (p) to act as trustees and to undertake and execute or to create any charitable trust and to support or subscribe to or assist financially or otherwise any charitable fund, body or institution and if deemed desirable for such purpose to enter into any covenant to pay any sums of money periodically to any charitable fund, body or institution;
- (q) to purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Company may amalgamate, co-operate or federate;
- (r) to co-operate and co-ordinate with representatives of other registered charities, voluntary organisations and statutory authorities in achieving the said objects or any of them;
- (s) to pay out of the funds of the Company the costs of forming and registering the Company;
- (t) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;
- (u) to do all or any of the above things in any part of the world, and as principles, agents, trustees or otherwise, and by or through trustees, agents or otherwise; and

- (v) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.

Provided that:

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same as such manner as allowed by law, having regard to such trusts.
- (ii) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4. Liability and Guarantee

- 4.1 The liability of Members is limited.
- 4.2 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

5. Restrictions on use of property and benefits to members and Directors

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members of the Company but:
 - (a) Members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - (b) Members and Directors may be paid interest at a reasonable rate on money lent to the Company;
 - (c) Members and Directors may be paid a reasonable rent or hiring fee for property let or hired to the Company; and
 - (d) Members and Directors may receive charitable benefits in the capacity of beneficiaries.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
 - (a) as mentioned in Article 3(t) (indemnity insurance), 5.1(b) (interest), 5.1(c) (rent), 5.1(d) (charitable benefits) or 5.3 (contractual payments);

- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - (c) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Director has no more than a 1 per cent shareholding; and
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
- (a) the goods or services are actually required by the Company;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in Article 5.4; and
 - (c) no more than a minority of the Directors are subject to such a contract in any financial year.
- 5.4 A Director may be employed by the Company with the express written consent of the Commission in advance and any employed Director shall be counted for the purposes of Article 5.3(c).
- 5.5 Subject to Article 5.6, any Director who becomes a Conflicted Director in relation to any matter must:
- (a) declare the nature and extent of his interest at or before discussions begin on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) withdraw during the vote and have no vote on the matter.
- 5.6 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director(s) and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Director(s) authorise the Conflicted Director(s), notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director(s), to:
- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or

- (b) disclose to a third party information confidential to the Company; or
 - (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director(s) or a connected person of any direct or indirect payment or material benefit (whether or not from the Company); or
 - (d) refrain from taking any step required to remove the conflict
- 5.7 This Article 5 may not be amended without the prior written consent of the Commission.

6. Members

- 6.1 There shall be no limit on the number of Members but there shall at all times be not fewer than three Members of the Company.
- 6.2 From the date of adoption of these Articles, the Members of the Company shall be the Unitary Authorities.
- 6.3 The rights and privileges of membership shall be personal and shall not be transferable.
- 6.4 The Company shall maintain a register of Members.

7. General Meetings

- 7.1 The Company shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next: Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Board shall appoint. All general meetings other than annual general meetings shall be called general meetings.
- 7.2 The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than 21 days after receipt of the requisition.

8. Notice of General Meetings

- 8.1 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together

holding not less than ninety per cent of the total voting rights at the meeting of all the members.

- 8.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 8.3 The notice shall be given to all the Members, to the Directors and the auditors of the Company and to such other persons as the Board shall decide. The Company in providing such notice shall be entitled to utilise such methods of communication as referred to in Article 24.
- 8.4 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.

9. Content of proxy notices

- 9.1 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 these articles and any instructions contained in the notice of the general meeting to which it relates.
- 9.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 9.3 Proxy notices may specify how the proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 9.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - (a) allowing the person appointed 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.

10. Delivery of proxy notices

- 10.1 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.

- 10.2 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.
- 10.3 A proxy notice or notice revoking a proxy appointment only takes effect if it is delivered before the taking of any vote at the meeting or adjourned meeting to which it relates.
- 10.4 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 behalf of the person appointing the proxy.

11. Proceedings at General Meetings

- 11.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum at a general meeting shall be the greater of:
 - (a) five persons entitled to vote upon the business to be transacted, each being an authorised representative or proxy for a Member; and
 - (b) authorised representatives and/or proxies representing, or appointed by, one tenth of the total number of Members for the time being.
- 11.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
- 11.3 The chairman (if any) of the Board or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act he shall be chairman.
- 11.4 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present are entitled to vote and shall choose one of their number to be chairman.
- 11.5 A Director shall, notwithstanding that he may not be a Member, be entitled to attend and speak at any general meeting.
- 11.6 The chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days'

notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

11.7 A resolution put to the vote of a 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. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairman; or
- (b) by at least two Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

11.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of or proportion of the votes recorded in favour of or against the resolution.

11.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

11.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

11.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

11.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

11.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

12. Votes of Members

- 12.1 On a show of hands or a poll every Member present through an authorised representative or by proxy shall have one vote.
- 12.2 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.
- 12.3 A vote given or poll demanded by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument appointing such representative was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 12.4 Any organisation which is a member of the Company may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same rights on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual member of the Company.
- 12.5 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution duly passed at a general meeting.

13. The Board of Directors

- 13.1 Unless otherwise determined by ordinary resolution the number of Directors shall be subject to a maximum of fifteen and shall not be less than five.
- 13.2 Directors shall be appointed as provided in the Articles.

14. Powers of Directors

- 14.1 Subject to the provisions of the Companies Act 2006 and these 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 and are the charity trustees. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Directors.

15. Delegation of Directors' Powers

- 15.1 The Board may delegate any of its powers to any committee whether or not consisting of one or more Directors. They may also delegate to any person holding any executive office or any other employees of the Company such of their powers as they consider desirable. Any such delegation may be made subject to any conditions the Directors may impose (but which shall in any event require full, regular and prompt reports of the proceedings of any such committee, and of each committee which reports to it, to the Board) and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 15.2 Any committee of the Board shall have the power to delegate any of its powers to one or more persons or, if so directed by the Board and subject to any conditions which the Board may impose, committees in the same manner, “mutatis mutandis”, as the Board is empowered to delegate any of its powers to a committee or other persons under Article 15.1 and each such committee may itself delegate any of its powers to further committees or persons in the same manner. The proceedings of each such committee shall be governed by the provisions of the Article 15.1, so far as they are capable of applying. Any reference in these Articles to a committee of the Board shall include any committee appointed in accordance with Article 15.1 or 15.2;

16. Appointment and Retirement of Directors

- 16.1 *Notwithstanding the terms of Article 16.1, the Directors in office at the date of adoption of these articles who were appointed pursuant to Article 11.8 of the articles of association of the Company in the form which subsisted immediately prior to the adoption of these articles shall continue in office for a period of three years from the date of adoption of these articles or their earlier retirement or removal from office and subject to Article 16.5 shall be eligible for re-appointment under Article 16.1(a), or (b). As vacancies then arise they shall be filled in accordance with Article 16.1(a) to the maximum number permitted by that Article and then Article 16.1(b). There shall be up to 15 Directors of whom:*
- (a) up to six Directors shall be appointed on behalf of the Unitary Authorities as Members in accordance with procedures agreed between the Unitary Authorities and the Company, such procedures being permitted to include appointment through an Association representing the Unitary Authorities;
 - (b) up to nine Directors shall be appointed in accordance with Article 16.6.
- 16.2 No Director, nor any Unitary Authority, nor any Association representing the Unitary Authorities may appoint an alternate Director.
- 16.3 A Director appointed under Article 16.1(a) shall take office immediately upon notice of his appointment being received by the Company.

- 16.4 Any Director appointed under Article 16.1(a) who is removed by a resolution of the Company or who otherwise ceases to be a Director may be replaced by another person appointed in accordance with Article 16.1(a).
- 16.5 Subject to the provisions of these Articles, a Director's term of office shall be three years and a retiring Director shall be eligible for re-appointment for no more than two further consecutive terms of office.
- 16.6 The Directors may appoint a person not a member of a Unitary Authority who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. In selecting individuals for appointment as Directors under this Article 16.6, the Board must have regard to the skills, knowledge and experience needed for the effective administration of the Company;

17. Disqualification and Removal of Directors

17.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Companies Act 2006 or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either;
 - (i) **he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or**
 - (ii) **an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,**

and (in either case) the Directors resolve that he is no longer able to discharge his duties as a Director; or

- (d) he resigns his office by notice to the Company (but only if at least five Directors will remain in office when the notice of resignation is to take effect);
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Board of Directors held during that period and the Directors resolve that his office be vacated;

- (f) he is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views; or
- (g) he is disqualified from acting as a charity trustee.

18. Appointment of Chief Executive

- 18.1 Subject to the provisions of the Act, the Directors may appoint one or more person or persons to the office of Chief Executive and may appoint such other officers of the Company as they shall in their absolute discretion think fit. Any such appointment may be made on such terms as the Directors' determine. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director. A Chief Executive appointed under this Article may attend all meetings of the Board of Directors but shall not be entitled to vote thereat.

19. Proceedings of The Board of Directors

- 19.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Chief Executive at the request of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 19.2 The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be five.
- 19.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 19.4 The Directors may appoint one of their number to be the chairman of the Board and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of the Board at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint another Director to be the chairman of the meeting.
- 19.5 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or any member of a committee of the Board or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and

had continued to be a Director or a member of such committee and had been entitled to vote.

- 19.6 A resolution in writing signed by a majority of the Directors entitled to receive notice of a meeting of the Board or by a majority of the members of a Committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a Committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members provided that it is not necessary for such a resolution to be signed by a Director or member who is prohibited by these articles or by law from voting thereon.
- 19.7 A Director shall not vote at a meeting of the Board and a member of a committee of the Board shall not vote at any meeting thereof, on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. For the purposes of this Article 19.7, an interest of a person who is, for any purpose of the Act, connected with a Director or such member shall be treated as an interest of the Director or member.
- 19.8 A Director or a member of a committee of the Board shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 19.9 Any Director or member of a Committee of the Board may participate in a meeting of the Board or such Committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

20. Secretary

- 20.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

21. Minutes

- 21.1 The Directors shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors; and
 - (b) of all proceedings at meetings of the Company and of the Board, and of committees of the Board, including the names of the Directors or members of any committee present at each such meeting.

22. The Seal

- 22.1 If the Company has a seal, it shall only be used by the authority of the Board or of a Committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and

unless otherwise so determined it shall be signed by a Director and by the Chief Executive or by a second Director.

23. Accounts

- 23.1 Any Member of the Company shall have the right of inspecting any accounting records or other book or document of the Company upon reasonable notice to the Secretary.

24. Means of communication

- 24.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of the Companies Act 2006 to be sent or supplied by or to the Company and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these Articles.

- 24.2 A communication sent or supplied by the Company shall be deemed to have been received by the intended recipient:

- (a) if it is sent by post, 24 hours after it was posted;
- (b) if it is hand delivered, at the time of such delivery;
- (c) if it is sent by electronic means, immediately upon its being sent; and
- (d) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.

- 24.3 In the case of a communication sent or supplied by the Company, the Company may make the documents or information available on a website in accordance with the Companies Act 2006.

- 24.4 Subject to these 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.

- 24.5 A Director may agree with the Charity 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 48 hours.

25. Indemnity

- 25.1 Subject to articles 5 and 25.2, a relevant director of the Company or an associated company shall 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 the Companies Act 2006); and
- (c) any other liability incurred by that director as an officer of the Company or an associated company.

25.2 This article 25 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.

25.3 In this article 25:

- (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.

26. Insurance

26.1 Subject to the provisions of Article 5, the directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

26.2 In this article 26:

- (a) a “**relevant officer**” means any director or former director, secretary or former secretary, manager or former manager 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 officer in connection with that officer’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.

27. Rules

27.1 The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- (a) the rights and privileges of such Members, and the conditions of membership, the entrance fees, subscriptions and other fees or payments to be made by such members;
- (b) the conduct of Members in relation to one another, and to the Company's employees;
- (c) 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;
- (d) the procedure at general meetings and meetings of the Board and Committees of the Board in so far as such procedure is not regulated by the Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

27.2 Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles, the Company in general meeting shall have power to alter, add to or repeal any rule or bye law and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all Members of the Company.

28. Dissolution

28.1 If on 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, but shall be given or transferred to the Unitary Authorities in such manner and proportions as may be agreed between them and in default of such agreement within six months of winding up or dissolution of the Company then in such reasonable manner and proportions as may be decided upon by the Secretary of State for Wales to be held by such Unitary Authorities upon trust for the charitable advancement of education only.