

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

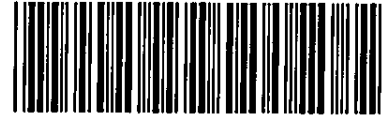
CONNEXIONS HEREFORDSHIRE
AND WORCESTERSHIRE

("the Company")

WRITTEN RESOLUTION

Circulation Date: 2 December 2009

WEDNESDAY



AVUBKFU3

A16

16/12/2009

COMPANIES HOUSE

142

We, the undersigned, each being a member of the Company entitled to vote on the Circulation Date, pass the following special resolution as a written resolution to have effect as if passed by the Company in general meeting pursuant to Section 288 of the Companies Act 2006:

IT IS RESOLVED THAT:

1. Clause 3 of the Memorandum of Association be deleted in its entirety and replaced with the following:

"The object for which the Company is established ("the Object") is to advance in life young people and adults in the counties of Herefordshire and Worcestershire by developing their skills, education, capacities and capabilities to enable them to participate in society as independent, mature and responsible individuals through the provision of an integrated service which:

- 3.1.1 raises their aspirations, participation and achievement,*
- 3.1.2 provides impartial information, advice, guidance and opportunities for personal development,*
- 3.1.3 refers and introduces them to learning and employment opportunities,*
- 3.1.4 provides and supports the provision of learning programmes, supports their personal and educational development and prepares them for life choices and circumstances,*
- 3.1.5 provides those outside learning, or otherwise at risk of underachieving, with the support they need to fulfil their potential, and*
- 3.1.6 carries out and disseminates research and gathers information about the requirements, attributes, learning options, and employment opportunities of young people and adults."*

2. Clause 4 of the Memorandum of Association be amended as follows:

(a) The deletion of the following from sub-Clause 4.1.6

“In exercising this power, the Company must comply as appropriate with Sections 36 and 37 of the Charities Act 1993.”;

(b) The deletion of the following from sub-Clause 4.1.7

“The Company must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land.”;

(c) The insertion of the word “organisation” in place of the word “charity” in sub-Clause 4.11; and

(d) The deletion in its entirety of sub-Clause 4.1.18 and the renumbering of sub-Clauses 4.1.19, 4.1.20, 4.1.21, 4.1.22 and 4.1.23 as sub-Clauses 4.18, 4.19, 4.20, 4.21 and 4.22 respectively.

3. Clause 5.2 of the Memorandum of Association be amended by the insertion at the beginning of the Clause of “Subject to Clause 9,” and the word “None” be amended to “none” in the first line of the Clause.

4. Clause 9 of the Memorandum of Association be deleted in its entirety and replaced with the following:

“The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

9.1.1 directly for the Objects; or

9.1.2 by transfer to Worcestershire County Council and or the County of Herefordshire District Council (notwithstanding that both are Members of the Company) for purposes that fall within the Objects, with the proportion and terms of any such transfer to each respective Council to be determined by the Members.”

5. The Articles of Association be amended as follows:

(a) In Article 1.1 the following expression be deleted in its entirety:

"the Commission" means the Charity Commission for England and Wales";

(b) In Article 14.2.2 the reference to Article 23 be amended to read "*Article 22*";

(c) Article 15.1.9 be deleted in its entirety; and

(d) Article 22 be deleted in its entirety and the Articles numbered 23, 24, 25 and 26 be renumbered 22, 23, 24 and 25 respectively.

6. The Secretary be and is hereby directed to file a copy of this Written Resolution with the Registrar of Companies within 15 days of the date of this Resolution together with a conformed copy of the Memorandum and Articles of Association and completed Form CC04 (statement of company's objects), which Jane Crysell is hereby authorised to sign on behalf of the Company.

.....

Member

Date:.....

Statement

Set out above is the form of a written resolution which it is proposed should be passed by the members of the Company in accordance with Part 13 of the Companies Act 2006.

The resolution is proposed to be passed as a Special Resolution.

If you wish to signify your agreement to the resolution please sign and date this document. Your agreement, once signified, may not be revoked.

In order for the resolution to be passed, eligible members holding the required majority must have indicated their agreement to the resolution **within 28 days of the Circulation Date set out above.**



HEREFORDSHIRE & WORCESTERSHIRE

THE COMPANIES ACTS 1985 and 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Company Number 4366153

Incorporated 4th February 2002

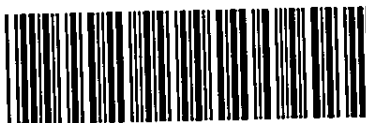
MEMORANDUM OF ASSOCIATION

OF

CONNEXIONS HEREFORDSHIRE AND WORCESTERSHIRE

(As amended by Special Resolutions passed on 24 March 2007 and 23 March 2008 and a Written Resolution passed on 6th December 2009)

WEDNESDAY



AVUBLFU4

A16

16/12/2009

141

COMPANIES HOUSE

THE COMPANIES ACTS 1985 and 1989
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
CONNEXIONS HEREFORDSHIRE AND WORCESTERSHIRE

1. NAME

The Company's name is Connexions Herefordshire and Worcestershire.

2. REGISTERED OFFICE

The Company's registered office is situated in England.

3. OBJECTS¹

The object for which the Company is established ("the Objects") is to advance in life young people and adults in the counties of Herefordshire and Worcestershire by developing their skills, education, capacities and capabilities to enable them to participate in society as independent, mature and responsible individuals through the provision of an integrated service which:

- 3.1.1 raises their aspirations, participation and achievement,
- 3.1.2 provides impartial information, advice, guidance and opportunities for personal development,
- 3.1.3 refers and introduces them to learning and employment opportunities,
- 3.1.4 provides and supports the provision of learning programmes, supports their personal and educational development and prepares them for life choices and circumstances,
- 3.1.5 provides those outside learning, or otherwise at risk of underachieving, with the support they need to fulfil their potential, and
- 3.1.6 carries out and disseminates research and gathers information about the requirements, attributes, learning options, and employment opportunities of young people and adults.

4. POWERS

- 4.1 In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose):

¹ Clause 3 was amended by Written Resolution on 6th December 2009, following clarification from the Charity Commission that the Company was not required to register with the Charity Commission and could freely amend its objects without any reference to the Charity Commission.

- 4.1.1 to provide advice;
- 4.1.2 to promote or carry out research;
- 4.1.3 to publish or distribute information;
- 4.1.4 to raise funds;
- 4.1.5 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.6 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company;
- 4.1.7 to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed;
- 4.1.8 to co-operate with other bodies and to exchange information and advice with them;
- 4.1.9 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 4.1.10 to amalgamate or merge with any company, society, association or body not formed or established for purposes of profit whose objects are wholly or in part similar to those of the Company and which is prohibited by its constitution from distributing its income and property amongst its members to an extent at least as great as is imposed on the Company by Clause 5, and to transfer all or part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, societies, associations or bodies with which the Company is authorised to amalgamate or to acquire by purchase or otherwise, and to take over all or any of the property, assets, liabilities and engagements of any company, society, association or body with which the Company is authorised to amalgamate or merge.
- 4.1.11 to enter into any partnership or joint venture arrangement with any other organisation formed for the same or similar objects;
- 4.1.12 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.1.13 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by Clause 6 and provided it complies with the conditions in that Clause;
- 4.1.14 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.1.15 to delegate the management of investments to a financial expert but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Directors;
 - (b) every transaction is reported promptly to the Directors;
 - (c) the performance of the investments is reviewed regularly by the Directors;
 - (d) the Directors are entitled to cancel the delegation at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified to the Directors on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Directors;
- 4.1.16 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.1.17 to provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in Clause 4.2, but subject to the restrictions specified in Clause 4.3;
- 4.1.18 to do all such other lawful things as are necessary for the achievement of the Objects;
- 4.1.19 to make grants or loans of money and to give guarantees;
- 4.1.20 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.21 to establish subsidiary companies to assist or act as agents for the Company;

4.1.22 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.

4.2 The liabilities referred to in Clause 4.1.17 are:

4.2.1 any liability that by virtue of any rule of law would otherwise attach to a Director in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company;

4.2.2 the liability to make a contribution to the Company's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading).

4.3 The following liabilities are excluded from Clause 4.2.1:

4.3.1 fines;

4.3.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

4.3.3 liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.

4.4 There is excluded from Clause 4.2.2 any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

5. LIMITATION ON BENEFITS TO MEMBERS

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.

5.2 Subject to Clause 9, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. Provided that at any time fewer than 50% of the Members have received, or are in receipt of, such payment, this clause 5.2 does not prevent a Member who is not also a Director receiving:

5.2.1 a benefit from the Company in the capacity of a beneficiary of the Company; and

5.2.2 reasonable and proper remuneration for any goods or services supplied to the Company.

6. LIMITATION ON BENEFITS TO DIRECTORS

6.1 A Director may receive a benefit from the Company in the capacity of a beneficiary of the Company.

6.2 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses incurred by the Director when acting on behalf of the Company.

6.3 No Director may receive any remuneration or other benefit in money or money's worth from the Company provided that this shall not prevent any payment in good faith by the Company of:

- 6.3.1 reasonable and proper remuneration to any person (not being a Director) for any services rendered to the Company;
 - 6.3.2 interest on money lent by any person at a reasonable and proper rate;
 - 6.3.3 any reasonable and proper rent for premises let by any person;
 - 6.3.4 fees, remuneration or other benefits in money or money's worth to a charity of which a Director or a member of his or her immediate family holds less than one per cent of the capital;
 - 6.3.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.1.17 but subject to the provisions of clauses 4.2 and 4.3;
 - 6.3.6 the proper professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf; except that at no time shall a majority of the Members or of the Directors benefit under this provision and provided that any such Member or Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; and
 - 6.3.7 reasonable remuneration to the Chief Executive and the Independent Chair.
- 6.4 The Company and its Directors may only rely upon the authority provided by Clause 6.3 if each of the following conditions is satisfied:
- 6.4.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all circumstances;
 - 6.4.2 the Director is absent from any part of the meeting at which there is a discussion of:
 - (a) his or her employment or remuneration , or any matter concerning the contract; or
 - (b) his or her performance in the employment, or his or her performance of the contract; or
 - (c) any proposal to enter into any other contract or arrangement with him or her to confer any benefit upon him or her that would be permitted under Clause 6.3; or
 - (d) any other matter relating to a payment or the conferring of any benefit permitted by Clause 6.3.
 - 6.4.3 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;
 - 6.4.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);
 - 6.4.5 the reason for their decision is recorded by the Directors in the minute book; and
 - 6.4.6 a majority of the Directors then in office have received no such payments.

7. LIMITATION OF LIABILITY

The liability of the Members is limited.

8. GUARANTEE

If the Company is wound up while a person is a Member or within twelve months after that person ceases to be a Member, every Member will contribute such sum (not exceeding £1) as may be required towards the payment of the debts and liabilities of the Company incurred before the Member ceases to be a Member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

9. DISSOLUTION

The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

9.1.1 directly for the Objects; or

9.1.2 by transfer to Worcestershire County Council and or the County of Herefordshire District Council (notwithstanding that both are Members of the Company) for purposes that fall within the Objects, with the proportion and terms of any such transfer to each respective Council to be determined by the Members.

10. INTERPRETATION

Words and phrases used in this Memorandum have the same meanings as are ascribed to them in the Articles unless the context otherwise requires.



HEREFORDSHIRE & WORCESTERSHIRE

THE COMPANIES ACTS 1985 and 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Company Number 4366153

Incorporated 4th February 2002

ARTICLES OF ASSOCIATION

OF

CONNEXIONS HEREFORDSHIRE AND WORCESTERSHIRE

(As adopted by Special Resolution passed on 24 March 2007 and amended by a Written Resolution passed on 6th December 2009)

THE COMPANIES ACTS 1985 and 1989
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
CONNEXIONS HEREFORDSHIRE AND WORCESTERSHIRE

1. INTERPRETATION

1.1 In these Articles:

“the Act”	means the Companies Act 1985;
“address”	means the postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;
“Articles”	means these Articles of Association of the Company;
“Associated Persons”	means a person associated with a local authority within the meaning of section 69(5) and section 69(6), and section 69(7) of the Local Government and Housing Act 1989;
the “Board”	means the Board of Directors of the Company or (where the context permits) a duly authorised committee of the Board;
“the Chief Executive”	means the chief executive of the Company;
“the Company”	means the Company intended to be regulated by these Articles;
“Connexions Service”	means the advice, learning and support service to be provided by the Company for young people in the counties of Herefordshire and Worcestershire;
“Controlled Persons”	means a local authority, or a company controlled by a local authority within the meaning of sections 68(1), 68(3), 68(4) and 68(5) of the Local Government and Housing Act 1989;
“Director”	means a director of the Company;
“the Independent Chair”	means the Independent Chair of the Company;
“Local Authority Director”	means a Director nominated in accordance with Article 12.2.3 and approved by the Board;

“Local Authority Influenced”

means that:

- (a) at least 20% of the total voting rights of all the Members are held by Associated Persons; or
- (b) at least 20% of the Directors are Associated Persons; or
- (c) at least 20% of the total voting rights at a meeting of the Directors are held by Associated Persons;

and there is a business relationship between the Company and the local authority as defined in section 69(3) of the Local Government and Housing Act 1989;

“Member”

means member of the Company who is admitted as a member in accordance with Article 2;

“the Memorandum”

means the memorandum of association of the Company;

“officers”

includes the Directors and the secretary;

“secretary”

means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“Table C”

means Table C in the Schedule to the Companies (Tables A to F) Regulations 1985;

“the United Kingdom”

means Great Britain and Northern Ireland.

- 1.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.3 References to any provision of any statute or any statutory instrument shall include any provision which has like effect and which from time to time amends, replaces or re-enacts the same.
- 1.4 The regulations contained in Table C shall not apply to the Company.

2. MEMBERS

- 2.1 The Company must keep a register of Members as required by the Act. The Members are individuals or organisations who apply for admission as a Member and who are admitted as Members by the Board. Every application for Membership must be delivered to the Company in such form as the Board may require.
- 2.2 Following receipt of an application for Membership, the Board (or a committee of the Board established to consider applications for admission) shall consider the application.
- 2.3 The Board (or a committee of the Board established to consider applications for admission) may refuse to admit as a Member any individual or organisation if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.

2.4 Unless otherwise determined from time to time by ordinary resolution in general meeting of the Company, at all times fewer than 20% of the Members shall be Associated Persons and no more than 50% of the Members shall be Controlled Persons.

2.5 Membership is not transferable to anyone else.

3. TERMINATION OF MEMBERSHIP

3.1 A Member will cease to be a Member if:

- 3.1.1 the Member resigns by giving not less than 7 days written notice to the Company; or
- 3.1.2 the Member (if an individual) dies, or becomes of unsound mind, or is convicted of any indictable offence for which he/she is sentenced to a term of imprisonment; or
- 3.1.3 the Member is removed from the Membership in accordance with any rule established from time to time pursuant to Article 26; or
- 3.1.4 the Member commits an act which in the opinion of the Board constitutes conduct incompatible with being a Member of a company carrying out the Connexions Service; or
- 3.1.5 the Member (if an organisation) no longer has an interest in providing services to or in the services provided by the Company and is given 7 days written notice by the Board; or
- 3.1.6 the Member (if an organisation) is subject to a material change of control and is given 7 days written notice by the Board. In this Article 3.1.6 a material change of control means the acquisition of the beneficial ownership of 50% or more of the issued share capital of a company; or
- 3.1.7 an order is made for the appointment of a receiver, liquidator, trustee or similar officer over the whole or any parts of its property or assets or a process is instituted that could lead to the Member (if an organisation) being dissolved and its assets being distributed among the Member's creditors, shareholder or other contributors; or
- 3.1.8 the Member or (if an organisation) any of its officers is included on a list maintained under the Protection of Children Act 1999, or is subject to a disqualification order under the Criminal Justice and Courts Services Act 2000 or any such similar legislation which for any reason in the opinion of the Board deems that person to be unsuitable to work with children or young people.

3.2 If at any time 20% or more of the total number of Members are Associated Persons, one or more of those Members who are Associated Persons shall be removed from Membership, so that Associated Persons shall not at any time represent 20% or more of the total number of Members.

3.3 If at any time more than 50% of the total number of Members are Controlled Persons, one or more of those Members shall be removed from Membership, so that Controlled Persons shall not at any time represent more than 50% of the total number of Members.

- 3.4 For the purpose of Articles 3.2 and 3.3, the Member to be removed shall be determined by agreement between the Members which are local authorities or in the absence of agreement, shall be determined by the Board (the Local Authority Directors not voting) and the removal shall be deemed to have taken effect immediately before the time at which either Associated Persons represented 20% or more of the total number of Members, or Controlled Persons represented more than 50% of the total number of Members.

4. GENERAL MEETINGS

- 4.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it.
- 4.2 The annual general meeting shall be held at such time and place, as the Board shall appoint provided that not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 4.3 All general meetings other than annual general meetings shall be called Extraordinary General Meetings.
- 4.4 The Board may, whenever it thinks fit, convene an Extraordinary General Meeting
- 4.5 Extraordinary General Meetings shall also be convened on a requisition by at least 3 members or $\frac{1}{20}$ of the members (whichever is the smaller), or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act.

5. NOTICE OF GENERAL MEETINGS

- 5.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least 21 days' notice in writing, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in such manner (if any) as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company.
- 5.2 A general meeting of the Company may be called by shorter notice than that specified in Article 5.1 if it is agreed:
- 5.2.1 in the case of an annual general meeting, by all the Members entitled to attend and vote or their duly appointed proxies; and
- 5.2.2 subject to the provisions of any elective resolution for the time being in force, 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 95% of the total voting rights at that meeting.

5.3 Notice of every general meeting shall be given to:

- 5.3.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
- 5.3.2 every person being a trustee in bankruptcy of a Member where the Member but for his/her bankruptcy would be entitled to receive notice of the meeting;
- 5.3.3 the auditors for the time being of the Company; and
- 5.3.4 every Director.

No other person shall be entitled to receive notice of general meetings.

5.4 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.

5.5 The provisions of Article 24 shall apply to notices of general meetings.

6. QUORUM AT GENERAL MEETINGS

6.1 No business will be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

6.2 The quorum of a general meeting shall be the lesser of 10 persons present, or ¼ of the Members present, each being either a Member or a proxy for a Member or, in the case of a corporate Member, a duly authorised representative of that corporation.

6.3 If within one hour after the time appointed for the commencement of a meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting if convened upon the requisition of Members shall be adjourned to such other day and such other time and place as the Board may determine.

6.4 The secretary shall inform all Members within 2 days of an adjourned meeting of the time, date and location of the resumed meeting.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 The Independent Chair will preside as Chair of every general meeting of the Company. If the Independent Chair notifies any other officer of the Company of his/her intention to be absent, or if he/she is not present within 15 minutes after the time set for the meeting, or is unwilling to act, the Vice-Chairperson shall preside as Chair of the meeting.

7.2 If neither the Independent Chair nor the Vice-Chairperson is present, or are unwilling to act as Chair at the meeting the Members present and entitled to vote may choose one of their number to be the Chair of the meeting.

7.3 Each Director shall be entitled to attend and speak at any general meeting of the Company. The Chair may invite any person to attend and speak at any general meeting of the Company whom the Chair considers to be equipped with knowledge or experience of the Company's business to assist in the deliberations of the meeting.

- 7.4 The Chair may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without specifying a date for a future meeting or to another time or place where it appears to the Chair that:
- 7.4.1 the Members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - 7.4.2 the conduct of the persons present prevents or is likely to prevent the orderly continuation of business; or
 - 7.4.3 an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 7.5 In addition, the Chair may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by a majority of those present and entitled to vote at the meeting) adjourn the meeting either without specifying a date for a future meeting or to another time or place. When a meeting is adjourned without specifying a date for a future meeting, the time and place for the adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place.
- 7.6 When a meeting is adjourned for three months or more or without specifying a date for a future meeting, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 7.7 If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting to another date, time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given to those entitled to receive notice. Notice of the business to be transacted at such postponed meeting shall not be required.

8. CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

- 8.1 Any corporation, limited liability partnership, partnership or unincorporated association which is a Member may by resolution of its board of directors or 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 powers on behalf of the corporation, limited liability partnership, partnership or unincorporated association which that person represents as that corporation, limited liability partnership, partnership or unincorporated association could exercise if it were an individual Member.
- 8.2 The Member's representative appointed in accordance with Article 8.1 shall deposit a copy of the resolution appointing him/her as the Member's representative at the Company's registered office, or with the Chair at the first meeting which he/she attends as representative of the Member.

9. VOTES OF MEMBERS

- 9.1 Every Member has one vote at a general meeting, and subject to the Act, any resolution put to the meeting shall be decided by a majority of votes.
- 9.2 At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded:
- 9.2.1 by the Chair; or
 - 9.2.2 by at least two Members present in person or by proxy; or
 - 9.2.3 by any Member or Members present in person or by proxy and representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 9.3 Unless a poll is demanded, a declaration by the Chair that a resolution has been carried or lost on a show of hands, whether unanimously or 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 or proportion of the votes recorded in favour of or against the resolution.
- 9.4 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
- 9.5 If a poll is demanded it may be taken in such manner as the Chair directs but the Chair has no authority in exercising this power to extend the poll to Members who are not present in person or by proxy at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- 9.6 In the case of an equality of votes whether on a show of hands or on a poll the Chair of the general meeting is entitled to have a casting vote in addition to any vote or votes to which the Chair may be entitled.
- 9.7 A poll demanded on the election of a Chair or on a question of adjournment shall be taken at once. A poll demanded on any other question shall be taken either at once or at such time and place as the Chair 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 of 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.
- 9.8 No notice need be given of a poll not taken at once 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.
- 9.9 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which that Member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the same form each executed by or on behalf of one or more Members.

10. AMENDMENTS TO RESOLUTIONS

- 10.1 In the case of a resolution duly proposed as a special or extraordinary resolution no amendment to that resolution (other than an amendment to correct a patent error) may be considered.
- 10.2 In the case of a resolution duly proposed as an ordinary resolution, no amendment to that resolution (other than an amendment to correct a patent error) may be considered or voted upon unless either at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting at which that ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move it has been lodged at the registered office or the Chair decides in the Chair's absolute discretion that it may be considered or voted upon.
- 10.3 If an amendment shall be proposed to any resolution under consideration but shall be ruled out of order by the Chair the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

11. PROXIES

- 11.1 Any Member entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a Member or not) as that Member's proxy to attend and vote instead of that Member and any proxy so appointed shall have the same right as a Member to speak at the Meeting.
- 11.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation).
- 11.3 The instrument appointing a proxy and any authority under which it is executed or a copy of that authority shall:
 - 11.3.1 be deposited at the registered office of the Company, or at another place within the United Kingdom specified by the Directors, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 11.3.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as stated in clause 11.3.1 after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 11.3.3 where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the secretary or to any Director or be deposited as stated in clause 11.3.1 after the poll has been demanded but not less than 24 hours before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in the manner provided for above shall be invalid.

11.4 An instrument appointing a proxy shall be in the following form or a form as near as circumstances admit:

“[].

I/We of in

the County of being a Member/Members of the above

named Company, appoint

of or failing him/her

of as my proxy to vote for me on my behalf at the

(Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on

the day of 20 and at any adjournment thereof.

Signed this day of 20 .

This form is to be used *in favour of the resolution.
against

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

*Strike out whichever is not desired.”

11.5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

11.6 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity (as defined in Article 15.1.3) of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, mental incapacity (as defined in Article 15.1.3) or revocation has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

11.7 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 Chair whose decision shall be final and conclusive.

12. NUMBER OF DIRECTORS

12.1 Unless otherwise determined from time to time by ordinary resolution in general meeting of the Company, the minimum number of Directors shall be 11 provided that at any time less than 20% shall be Associated Persons and no more than 50% shall be Controlled Persons.

12.2 The Board shall and as far as practicable comprise the following Directors:

12.2.1 the Independent Chair;

12.2.2 the Chief Executive;

12.2.3 a representative nominated from each of the following:

(a) the County of Herefordshire District Council;

(b) Worcestershire County Council;

(c) Job Centre Plus;

(d) the Learning and Skills Council for Herefordshire and Worcestershire;

(e) Chamber of Commerce Herefordshire and Worcestershire;

(f) Community First;

12.2.4 a college principal nominate by the Herefordshire and Worcestershire Association of College Principles;

12.2.5 one representative nominated jointly by the Association of Secondary School Headteachers for Herefordshire and the Association of Secondary School Teachers for Worcestershire;

12.2.6 such other persons who may be co-opted by the Board from time to time having regard to any relevant guidance issued by the Commission.

13. APPOINTMENT OF DIRECTORS

13.1 The Independent Chair shall be appointed by the Board following his or her selection. The Board shall agree a person specification for the post of Independent Chair and advertise publicly for candidates before making an appointment on merit against the person specification from amongst the candidates who have applied.

13.2 The Chief Executive shall be appointed in accordance with the procedure set by the Board from time to time.

13.3 The Vice-Chairperson shall be appointed and re-appointed by the Board each year at the first meeting of the Board following the annual general meeting.

13.4 The Board may decide from time to time to appoint Directors to other executive roles on the Board, to hold office until the first Board meeting following the annual general meeting. Such executives shall be eligible for re-appointment at the Board meeting.

13.5 No person may be appointed as a Director unless he/she is approved by resolution of the Board duly passed by the Directors. The Board may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director.

14. RETIREMENT OF DIRECTORS

14.1 At every annual general meeting starting with the first annual general meeting following the adoption of these Articles one-third of the Directors shall retire from office the directors selected being the longer serving since their appointment or last re-appointment.

14.2 At the annual general meeting at which a Director retires the Company may fill the vacancy by:

14.2.1 confirming the appointment of a Director nominated in accordance with Article 12; or

14.2.2 where there is no such nomination, or where the Director is not a Director nominated by a Member (but subject to Article 22) confirming the reappointment of the retiring Director who is willing to act.

14.3 A retiring Director shall not be reappointed if:

14.3.1 at the meeting it is resolved not to fill the vacancy; or

14.3.2 a resolution for the reappointment of the Director is put to the meeting and lost.

15. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

15.1 The office of a Director shall be vacated if a Director:

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

15.1.2 (or the organisation which nominated that Director) is subject to an order appointing a receiver, liquidator, trustee or similar officer over the whole or any part of the Director's property or assets (or the property and assets of the organisation which nominated that Director) or any composition is made with the Director's creditors generally; or

15.1.3 is, or may be, suffering from a mental incapacity and either:

(a) 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

(b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs; or

15.1.4 resigns his/her office by notice to the Company; or

15.1.5 shall have been absent without permission of the Directors from more than three consecutive meetings of the Board held during that period and the Directors resolve that his/her office be vacated; or

15.1.6 is required to resign or is dismissed by an ordinary resolution passed at a duly convened Extraordinary General Meeting of the Company; or

15.1.7 is convicted of any indictable offence; or

15.1.8 is included on a list maintained under the Protection of Children Act 1999 or is subject to a disqualification order under the Criminal Justice and Courts Services Act 2000 or any such similar legislation which for any reason in the opinion of the Board deems that person to be unsuitable to work with children or young people.

- 15.2 If at any time 20% or more of the total number of Directors or of the total number of Directors on the Board or on any committee of the Board are Associated Persons, one or more of the Local Authority Directors shall automatically be removed from office or from the committee (as appropriate) so that Associated Persons shall not at any time represent 20% or more of the total number of Directors on the Board or that committee.
- 15.3 For the purpose of Article 15.2, the Local Authority Director to be removed shall be determined by agreement between the Local Authority Directors or in the absence of agreement, shall be determined by the Board (the Local Authority Directors not voting) and the removal shall be deemed to have taken effect immediately before the time at which the Company became a Local Authority Influenced company.
- 15.4 The provisions of Articles 15.2 and 15.3 apply (subject to the appropriate modification), in the event that more than 50% of the total number of Directors or of the total number of Directors on the Board or on any committee of the Board are Controlled Persons and also apply to the voting rights of the Directors on the Board or on any committee of the Board.
- 15.5 Any Director may be suspended or removed from office by resolution of the Board.

16. DIRECTORS' REMUNERATION

The Directors must not be paid any remuneration unless it is authorised by Clause 6 of the Company's Memorandum of Association.

17. PROCEEDINGS OF DIRECTORS

- 17.1 The Board may meet together for the despatch of business, adjourn, and subject to the terms of the Memorandum of Association and Articles regulate its meetings as it thinks fit. Questions arising at any meeting of the Board shall be decided by a majority of votes provided that in the event of an equality of votes the Chair of a Board meeting shall have a second or casting vote.
- 17.2 A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom but in all other circumstances (save where all other Director agree otherwise) a Board meeting shall be called on a minimum of seven days' notice.
- 17.3 With the consent of at least 90% of the persons entitled to attend and vote at a meeting or upon the Independent Chair or sub-committee or in his or her absence the Vice-Chairperson certifying that an item of business is too urgent for the normal notice period to apply a Board meeting or sub-committee may be convened at whatever shorter notice is agreed. If the Independent Chair or Vice-Chairperson has certified that an urgent item of business must be dealt with then before proceeding to deal with the business the meeting shall consider whether it is agreed that short notice is required and must not consider that business unless a majority of Board Members present consider that the item of business is so urgent that it was necessary for the normal notice period to be shortened.
- 17.4 The quorum necessary for the transaction of the business of the Board shall not be less than $\frac{1}{3}$ of the Directors entitled to attend and vote in respect of any item of business.

- 17.5 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 17.6 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.
- 17.7 The Independent Chair shall be the Chair of the Board. Unless he or she is unwilling to do so, the Chair shall preside at every meeting of the Board at which he is present. If there is no appointed Chair or if he is unwilling to preside or is not present within 30 minutes after the time appointed for the meeting, the Directors present may appoint one of their number with to be Chair of the meeting.
- 17.8 Subject to Article 18.5, all acts done by the Board, or by a person acting as a Director shall, notwithstanding that afterwards it may be discovered that there was a defect in the appointment of any Director 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 and had been entitled to vote.
- 17.9 A resolution in writing signed or approved by letter or facsimile transmitted by all of the Directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- 17.10 Any Director may participate in a meeting of the Board by means of conference telephone, video or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 17.11 The Board shall be empowered to invite such other persons to its meetings as it in its sole discretion may deem appropriate and such invitees shall act only in the capacity of observers, consultants or advisors and shall not be entitled to vote.
- 17.12 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.

18. DIRECTORS' INTERESTS

- 18.1 No Director may vote on any matter in which that Director is interested in a personal capacity or in which the body appointing the Director has an interest, whether directly or indirectly, and no Director may debate on any such a matter.
- 18.2 No Director may vote or debate on any matter in which that Director has a duty which in the opinion of the Board and may conflict with the interests of the Company.
- 18.3 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which that Director is not entitled to vote under this Article 18 and shall withdraw from the meeting for the duration of the discussion of the matter at the request of the Board.

- 18.4 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 Board in accordance with Articles 18.1 and 18.2.
- 18.5 Articles 17.8 and 15.4 do not permit a Director to keep any benefit that may be conferred upon that Director by a resolution of the Board, if the Director has not complied with Articles 18.1 – 18.3.

19. DELEGATION

- 19.1 The Directors may delegate any of their powers or functions to a committee of two or more persons including at least one Director, who is not the Independent Chair nor the Chief Executive, but the terms of any delegation must be recorded in the minute book.
- 19.2 The Directors shall impose conditions when delegating, including the conditions that:
 - 19.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - 19.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 19.3 The Directors may revoke or alter a delegation.
- 19.4 All acts and proceedings of any committees must be fully and promptly reported to the Directors.

20. MINUTES

- 20.1 The Directors must keep minutes of all:
 - 20.1.1 appointments of officers made by the Directors;
 - 20.1.2 proceedings at meetings of the Company;
 - 20.1.3 meetings of the Directors and committees of Directors including:
 - 20.1.4 the names of the Directors present at the meeting;
 - 20.1.5 the decisions made at the meetings; and
 - 20.1.6 where appropriate the reasons for the decisions.

21. ACCOUNTS

- 21.1 The Directors must prepare for each financial year accounts as required by Section 226 (or, if applicable, Section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 21.2 The Directors must keep accounting records as required by Sections 221 and 222 of the Act.

22. LOCAL AUTHORITY CONTROL AND INFLUENCE

- 22.1 Unless and until the Company by ordinary resolution determines otherwise, the composition of the Membership of the Company and of its Board, the voting rights of the Members and Directors, the composition of the quorum at all meetings of Members and Directors and the conduct of the Company's affairs shall at all times be such as to ensure, so far as reasonably practicable that:
- 22.1.1 the Company is neither a controlled nor an influenced company for the purpose of sections 68 and 69 of the Local Government & Housing Act 1989; and
 - 22.1.2 the Company does not become subject to the Local Authorities (Companies) Order 1995;
 - 22.1.3 and all reasonable steps shall be taken by Members and by the Board to secure compliance with this clause.

23. NOTICES

- 23.1 The Company can deliver a notice or other document to a Member:
- 23.1.1 by delivering it by hand to the address recorded for the shareholder on the register;
 - 23.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the shareholder on the register;
 - 23.1.3 by fax (except for share certificates) to a fax number notified by the shareholder in writing;
 - 23.1.4 by electronic mail (except a share certificate) to an address notified by the shareholder in writing;
 - 23.1.5 by a website (except a share certificate) the address of which shall be notified to the shareholder in writing; or
 - 23.1.6 by a relevant system; or
 - 23.1.7 by advertisement in at least two national newspapers.
- 23.2 This article does not affect any provision in any relevant legislation or the articles requiring notices or documents to be delivered in a particular way.
- 23.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the shareholder.

- 23.4 If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 23.4.1 24 hours after it was posted, if first class post was used; or
- 23.4.2 72 hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
- (a) properly addressed; and
 - (b) put into the post system or given to delivery agents with postage or delivery paid.
- 23.5 If a notice or document (other than a share certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 23.6 If a notice or document (other than a share certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 23.7 If a notice or document (other than a share certificate) is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 23.8 If a notice or document (other than a share certificate) is sent by a relevant system, it is treated as being delivered when the Company (or a sponsoring system participant acting on its behalf) sends the issuer instruction relating to the notice or document.
- 23.9 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

24. INDEMNITY

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

25. RULES

- 25.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 25.2 The bye laws may regulate the following matters but are not restricted to them:
 - 25.2.1 the admission of Members (including the admission of organisations to Membership) and the rights and privileges of Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 25.2.2 the conduct of Members in relation to one another, and to the Company's employees and volunteers;
 - 25.2.3 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;
 - 25.2.4 the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or by the Articles;
 - 25.2.5 generally, all such matters as are commonly the subject matter of company rules.
- 25.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 25.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members.
- 25.5 The rules or bye laws, shall be binding on all Members. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.