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Company No : 4649057

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

ARTICLES OF ASSOCIATION
OF
EAST OF ENGLAND BROADBAND
NETWORK

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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF

EAST OF ENGLAND BROADBAND NETWORK COMPANY NUMBER 4649057

- 1 The Company's name is EAST OF ENGLAND BROADBAND NETWORK (and in these Articles it is called "**the Company**")
- 2 The Company's registered office is to be situated in England

Definitions

3

3.1 In these Articles

"**Act**" means the provisions of the Companies Act (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company,

"**address**" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or e-postal address or a telephone number for receiving text messages in each case registered with the Company,

"**Articles**" means these Articles of Association of the Company,

"**Children's Services' Director**" means a Director appointed as such by a Member under Article 31.3 whom the reasonable opinion of that Member has sufficient knowledge of and sufficient seniority within that Member's children's services function and more generally to be able to contribute to Directors' meetings usefully and authoritatively including in respect of children's services matters,

"**Clear Days**" means in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

"**Company**" means the company intended to be regulated by these Articles,

"**Council**" means one of the local authorities listed in a current resolution of the Members as being a Council for the purposes of these Articles,

"**Director**" means a director of the Company being either the sole Director nominated by a Member under Article 31.3 or either a Children's Services' Director or an ICT Director so nominated,

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form,

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006,

"**Executed**" includes any mode of execution,

"**ICT Director**" means a Director appointed as such by a Member under Article 31.3 who in the reasonable opinion of that Member has sufficient knowledge of and

sufficient seniority within that Member's information and communications technology function and more generally to be able to contribute to Directors' meetings usefully and authoritatively including in respect of information and communications matters,

"Local Authority Associate" means any person associated with a local authority for the purposes of Section 69 of the Local Government and Housing Act 1989 and any regulations and orders made thereunder,

"Member" means a member of the Company,

"Memorandum" means the Memorandum of Association of the Company,

"Objects" means the objects of the Company as set out at Article 4,

"Office" means the registered office of the Company,

"Public Body" means a person that is a public body under the Local Authorities (Goods and Services) Act 1970,

"Seal" means the common seal of the Company if it has one,

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

"United Kingdom" means Great Britain and Northern Ireland

3.2 Unless the context otherwise requires

Words importing one gender shall include all genders, and the singular includes the plural and vice versa,

Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Company,

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force,

References to persons shall include corporations whatever their mode and place of incorporation, and

Unless the context requires otherwise **"including"** in these Articles means including without limitation

Objects

4 The Company's objects (**"Objects"**) are

to create, procure, apply and enable the use of education information and security technologies and other services, in particular for communities in Bedford Borough, Cambridgeshire, Central Bedfordshire, Luton, Milton Keynes, Norfolk, Peterborough, Southend-on-Sea, Suffolk and Thurrock for the benefit of every learner in each community

Powers

- 5 The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to or convenient in doing so and in particular and without limitation the Company has power to
 - 5.1 support innovation in and commitment to information and communications technology based teaching, learning, data management, and security,
 - 5.2 undertake any trade, business or economic activity subject to any regulatory or statutory limitations and requirements,
 - 5.3 promote the Company, publish the Company's activities and outcomes and raise funds and in doing so, the Company shall comply with any relevant statutory regulations, conduct research into and concerning furtherance by the Company of the Objects and publish the results,
 - 5.4 create, foster the creation of, register, protect, own, use, transmit or exploit all kinds of intellectual and other property whatever the manner by which it is given substance or is made useful or transmissible including without limitation both physical and virtual means, promote and disseminate knowledge of and by use of information and communications technology,
 - 5.5 issue bills, cheques and other instruments and to operate bank accounts in the name of the Company,
 - 5.6 raise funds and to invite and receive contributions and to receive gifts subject to special trusts within the Objects, without prejudice to the Company having the right to refuse as it sees fit any gift, contribution, legacy or bequest and provided that in raising funds by way of gift or grant the Company shall conform to any relevant statutory regulations including the Charities Act 2011 and regulations In accordance with it,
 - 5.7 buy, take on lease or in exchange, hire or otherwise acquire any interest in land and buildings and other property and to maintain and equip it for use, acquire, alter, improve and (subject to such consents as may be required by law) change or otherwise dispose of property, and to borrow money whether upon security or otherwise,
 - 5.8 set aside income or assets as a reserve against future expenditure of the Company or to maintain the Company as a going concern but only in accordance with a policy resolved upon by the Directors about reserves, invest any moneys not for the time being required for the Company's general purposes or with a view to meeting long term commitments or requirements and to hold (either in nominee names or otherwise) sell or otherwise deal in such investments (either under discretionary investment management arrangements or otherwise) and generally to do all things which are in the Company's best interests or which are calculated directly or indirectly to protect, enhance the value of, or use most efficiently the Company's assets or resources,
 - 5.9 subject to these Articles to accept, agree or contract for the services, service, assistance or contributions of any person or organisation upon such terms as the Company may see fit including the provisions of remuneration, indemnities, reimbursement of expenses, insurance and reasonable working conditions, to provide reasonable terms of employment including benefits for past employees and the dependants of employees and to utilise and pay for the services of employees of Members on secondment,
 - 5.10 pay out of the funds of the Company the cost of any premium in respect of insurance or indemnities to cover the liability of the Directors of the Company (or any of them)

which by virtue of any rule of law would otherwise attach to them or any of them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company, NOTWITHSTANDING that any Director may have the benefit of an indemnity from a Member or other party and PROVIDED that any such insurance shall not provide cover for any Director against any claim arising from any act or omission which that Director knew was a breach of trust or fiduciary duty or which was committed by that Director in reckless disregard of whether it was a breach of trust or duty or not,

- 5.11 establish or support by any means including the making of loans to any charitable or non charitable trusts, associations, statutory corporations or other institutions formed for all or any of the Objects,
- 5.12 co-operate with schools, academies, colleges of further education, and other charities, voluntary bodies, statutory authorities and companies operating in furtherance of or by use of what is created, procured, applied or enabled by furtherance of the Objects or similar purposes and to assist them and exchange information and advice with them,
- 5.13 pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation, registration and regulatory compliance of the Company,
- 5.14 acquire, merge with or to enter into any contractual or corporate joint venture arrangement with any other company or other corporation with similar Objects, subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation

Application of Income and Property

- 6 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise by way of profit, to Members of the Company, and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing in these Articles shall prevent any payment in good faith by the Company
 - 6.1 of the usual professional or commercial charges for business done by any Director or Member or by any business partner of any Director or Member when instructed by the Company to act in a professional or services provision capacity on its behalf, provided that a Director shall withdraw from any meeting at which their or their Member's appointment or remuneration or that of their or their Member's business partner, is under discussion,
 - 6.2 of reasonable and proper remuneration or payment for any services rendered to the Company by any officer or servant of the Company or individual who is not a Director seconded to the Company by a Member,
 - 6.3 of interest on money lent by any Member or Director of the Company at a reasonable and proper rate per annum not exceeding a figure less than the published base lending rate of a clearing bank both to be selected unanimously by the Members,
 - 6.4 of reasonable and proper rent for premises demised or let by any Member or Director,
 - 6.5 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with these Articles

Liability of Members

7 The liability of the Members is limited

- 7.1 Every Member of the Company undertakes to contribute such amount or thing as may be required (to a value not exceeding £1) to the Company's assets if it should be wound up whilst a Member or within one year after ceasing to be a Member, for payment of the Company's debts and liabilities contracted before cessation of Membership and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves

Dissolution

- 7.2 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other entity or entities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as imposed on the Company by this Article, chosen by the Members of the Company at or before the time of dissolution
- 7.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company and if no resolution in accordance with Article 7.2 is passed by the Members or the Directors prior to the Company being wound up or dissolved the net assets of the Company shall be applied for charitable purposes as directed by the Court or the Charity Commission for England and Wales

Entrenchment

- 7.4 The Objects and article 6 of these Articles shall not be altered or varied, save where the Members determine that an alteration or variation shall be made pursuant to a resolution by them to the effect at a general meeting, upon which all Members present in person or by proxy have voted in favour, or by a written resolution passed unanimously. No business shall be undertaken by the Company other than in the furtherance of the Objects and the Company shall neither borrow moneys nor enter into commitments in excess of the funds which the Company has to repay such moneys or meet such commitments unless the Members unanimously agree otherwise
- 7.5 The Company shall not guarantee the liabilities of or indemnify any person save as provided for specifically by these Articles and then only to the least extent necessary to enable proper furtherance of the Objects

Members

8

- 8.1 Subject to this Article 8 the subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under these Articles shall be Members of the Company. No person shall be admitted a Member of the Company unless their application for membership is approved by all the Members and the proposed Member is a Public Body
- 8.2 Unless the Members of the Company in general meeting shall make other provision under these Articles the Directors may in their absolute discretion permit any Member of the Company to resign from Membership, provided that after such retirement the number of Members is not less than one
- 8.3 No person shall be admitted to or remain in Membership or associate Membership if,

- 8.3.1 Subject to Article 8.2 the Member resigns their Membership,
 - 8.3.2 provisions of Article 31.4 are resolved by the Members to have application and would apply to that person if "Member" and "Members" were substituted for "Director" and "Directors" respectively, or
 - 8.3.3 a Council that is a Member objects to a person that is not a Council being admitted or remaining in Membership or associate Membership, or
 - 8.3.4 the Member does not agree to be bound to meet or fails to pay its fair share of the overhead costs of the Company including costs incurred by any Member in respect of secondment of any employee to the Company, and
 - 8.3.5 any Member whose Membership ceases as a consequence of this Article 8.3 shall immediately account to the Company for its fair share of the then and future liabilities of the Company, and
 - 8.3.6 any Member whose Membership ceases as a consequence of Article 8.3.2 above shall be entitled to re admission to Membership as if all the Members were Directors and that person were a Director to whom the provisions of Article 31.4 had application save that if any prospective re-admissions for Membership are in respect of legal entities that are not natural persons then those to be re-admitted shall be chosen first from amongst those that are not natural persons and are eligible for re-admission by agreement between them or if this is not possible by ballot of them
- 8.4 If at any time that Article 31.4 has application to Members, those Members shall not be entitled to
- 8.4.1 appoint as their representative at any meeting of the Company,
 - 8.4.2 appoint as their proxy, or
 - 8.4.3 delegate their voting rights at any meeting of the Company to,
- a Local Authority Associate unless less than twenty per cent of the total voting rights of all the Members having the right to vote at a general meeting (including those to be held by the proposed appointee or delegate) would be held by Local Authority Associates after such appointment or delegation and less than twenty per cent of the total number of members are Local Authority Associates
- 8.5 If a person who has
- 8.5.1 been appointed by a Member as its representative at any meeting of the Company,
 - 8.5.2 been appointed by a Member as its proxy, or
 - 8.5.3 had delegated to that person by a Member that Member's right to vote at any meeting of the Company,
- is, becomes or is discovered to be a Local Authority Associate in circumstances such that the relevant Member would not be entitled to appoint that person or to delegate voting rights to him, that person shall cease to be entitled to represent that Member or exercise the relevant Member's voting rights for as long as twenty per cent or more of the total voting rights of all the Members having the right to vote at a general meeting (including those held by him) are held by Local Authority Associates

General Meetings

- 9 The Company may 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. The annual general meeting shall be held at such times and places as the Directors shall appoint
- 10 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall comply with their obligations under the Act to convene a general meeting for a date which is in any case not later than seven weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting

Notice of General Meeting

- 11 Any annual general meeting or general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days' notice. All other general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed
- 11.1 in the case of an annual general meeting, by all the Members entitled to attend and vote, and
- 11.2 in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 80 per cent of the total voting rights at the meeting of all the Members

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

The notice shall be given to all the Members and to the Directors and auditors of the Company

- 12 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

Proceedings at General Meetings

- 13 No business shall be transacted at any meeting unless a quorum is present. Any two persons entitled to attend and vote upon the business of the meeting, each being a Member or a duly authorised representative of a Member, shall constitute a quorum
- 14 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting 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
- 15 A Member or the representative of a Member chosen by the Members or their representatives to be the chair of the meeting shall preside as chair of the meeting, but if that chair is not present within 15 minutes after the time appointed for holding the meeting, the Members present shall elect one of them to be chair

- 16 Directors shall attend meetings of the Company
- 17 The chair 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 adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 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
- 18 A resolution put to the vote of a meeting shall be decided on a show of hands
- 19 In the case of an equality of votes, the chair shall not be entitled to a casting vote in addition to any other vote that the chair may have
- 20 A declaration by the chair 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 or proportion of the votes recorded in favour or against the resolution

Votes of Members

- 21 Subject to these Articles and any decision of the Directors under Article 59.1.1, and save at any time when Article 31.4 has application every Member shall have one vote and Article 59 shall not entitle the Directors to provide for Members having voting rights on any other basis
- 22 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 prior to the vote whose decision shall be final and conclusive
- 23 A vote given by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous termination of the authority of the person voting unless notice of the termination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given
- 24 Subject to these Articles any organisation which is a Member may by resolution of its council, board, duly empowered committee, governing body or other person authorise such natural 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 (including for the avoidance of doubt, voting on a show of hands) on behalf of the organisation which that individual represents as such organisation could exercise if it were a natural person and a Member of the Company

Written resolutions

24A

- 24A1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that

24A1 1 a copy of the proposed resolution has been sent to every eligible Member,

24A1 2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution, and

24A1 3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date

24A2 resolution in writing may comprise several copies to which one or more Members have signified their agreement

24A3 In the case of a Member that is an organisation, its authorised representative may signify its agreement

Advisory Group

Appointment, Retirement and Expenses of Advisory Group

25

25.1 The Directors may appoint such persons that shall from time to time been nominated by a Council to be members of an Advisory Group

25.2 The Members may appoint persons to an Advisory Group

25.3 A person who is a member of an Advisory Group shall not be a Director of the Company, may be paid reasonable expenses in a like manner to a Director and if that person is an employee or secondee may receive reasonable and proper remuneration for services rendered pursuant to the Memorandum

25.4 An Advisory Group shall be not less than 5 persons and not more than 25 persons

Proceedings of Advisory Group

26

26.1 The members of an Advisory Group may regulate their proceedings as they think fit, save that the Advisory Group shall not have or exercise any management, directory or fiduciary responsibility in relation to the Company and its members shall not act in any way as a director or shadow director of the Company either individually or collectively

26.2 An Advisory Group may act as a principal and authoritative forum for facilitating the Company's work in relation to the understanding of the various practical, professional, technical, educational, ethical and aesthetic issues arising out of fulfilment of the Objects

Directors

27 The number of Directors shall be not less than one but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum

28 Directors shall be appointed as provided in these Articles

Powers of Directors

- 29 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. 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 Article shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors
- 30 In addition to all powers hereby expressly conferred by them and without detracting from the generality of their powers under the Articles and the Act the Directors shall have the following powers, namely
- 30.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the furtherance or achievement of the Objects, to invest in the name of the Company such part of the funds as they may see fit, to direct the sale or transposition of any such investments, to expend the proceeds of any such sale in furtherance of the Objects of the Company and to take and act on such advice as may seem to them appropriate in all the circumstances from time to time,
- 30.2 to enter into agreements with providers of funds and other resources to the Company concerning how the Company's funds and other assets or any part of them shall be accounted for and utilised,
- 30.3 to enter into contracts on behalf of the Company

Appointment and Retirement of Directors

- 31 No individual may be appointed as a Director unless
- 31.1 that individual has attained the age of 18 years, or
- 31.2 had that individual already been a Director, that individual would not have been disqualified from acting under the provisions of Article 34,
- 31.3 the proposed Director is nominated by a Member of the Company as being the sole Director appointed by that Member or as either an ICT Director or a Children's Services' Director appointed by that Member and at such time there is no other serving Director so appointed by such Member so that each Member may at any time have no Directors, one Director or two Directors comprising one Children's Services' Director and one ICT Director, and
- 31.4 if for any time when the Members have resolved by ordinary resolution that this Article 31.4 shall have application and the Director to be appointed is a Local Authority Associate, the Directors who are Local Authority Associates taken together with the proposed appointee will be less than 20% of the total of all Directors together with the proposed appointment and the votes of those Directors that are Local Authority Directors are less than 20% of the total of the votes of all the Directors

- 32 Subject as aforesaid, the Company may by ordinary resolution appoint an individual who is willing to act to be a Director to fill a vacancy
- 33 The Directors shall not be liable to retire by rotation

Disqualification and Removal of Directors

- 34 A Director shall cease to hold office if that Director
 - 34.1 ceases to be Director by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), or is otherwise prohibited by law from being a Director,
 - 34.2 becomes bankrupt or insolvency or makes any arrangement or composition with his creditors generally,
 - 34.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering their own affairs,
 - 34.4 resigns the office of Director by notice to the Company (but only if at least one Director will remain in office when the notice of registration is to take effect),
 - 34.5 is absent without the permission of the Directors from all their meetings held within a period of six months and the Directors resolve that that person's office be vacated,
 - 34.6 is so requested by the Member which nominated that Director pursuant to Article 31.3,
 - 34.7 is, becomes or is discovered to be a Local Authority Associate in circumstances such that the Director would not be appointed pursuant to Article 31.4 save that such a Director shall be automatically re-appointed immediately the provisions at Article 31.4 cease to have application to that person being appointed as a Director or generally so that the re-appointment of a Director who had an earlier date of original appointment shall take place prior to the re-appointment of a Director who had a later date of original appointment and the re-appointment of an older Director shall take place before the re-appointment of a younger Director if both were originally appointed on the same day unless those to be re-appointed shall agree otherwise,
 - 34.8 the Member that has nominated that Director ceases to be a Member

Directors Expenses

- 35 The Directors shall not be paid any remuneration, expenses or other payments or given any benefits or perquisites by the Company and shall account to the Company for any money or other benefits that they receive from any person in respect of or in connection with the Company's business save to the extent that such moneys and benefits are received from their principal employment, office or business

Directors' Appointments

- 36 Subject to the provisions of the Act and these Articles the Directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company save that no Director shall be remunerated for holding such an office. Any such appointment may be made upon such terms as the Directors determine. Any appointment of a Director to an executive office shall terminate if and when that Director ceases to be a Director
- 37 Except to the extent permitted by these Articles, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party

Conflicts of Interests

37A

- 37A1 The conflict of interests that arises for a Director because of their duty of loyalty owed to the Member that has nominated them to their appointment is authorised
- 37A2 Any conflict of interests that arises between a Children's Services' Director and an ICT Director nominated to their respective appointments by the same Member which is a conflict which arises because of a duty of loyalty each owes to their respective part of their Member is authorised for the purposes of these Articles provided the Member and its Directors manage any such conflict between them effectively and sufficiently
- 37A3 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person other than the Member that has nominated them or any other Director nominated by the same Member and the conflict is not authorised by virtue of any other provisions in these Articles, the Directors may authorise such a conflict of interests where the following conditions apply
- 37A3 1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- 37A3 2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting, and
- 37A3 3 the non-conflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying
- 37A4 In this Article 37A a conflict of interests arising because of a duty of loyalty owed to another organisation or person which can be authorised under this Article 37A only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person of that Director
- 37A5 In this Article 37A and in Article 37B "**connected person**" means
- 37A5 1 a child, parent, grandchild, grandparent, uncle, aunt, brother or sister of the Director or of the spouse, civil partner or person with whom the Director is accustomed to live,
- 37A5 2 the spouse or civil partner of the Director or person with whom the Director is accustomed to live or of any person falling within Article 37A5 1 above,

37A5 3 a person carrying on business in partnership with the Director with any person falling within Articles 37A5 1 or 37A5 2 above,

37A5 4 an institution which is controlled

- (I) by the Director or any connected person falling within Articles 37A5 1, 37A5 2 or 37A5 3 above, or
- (II) by two or more persons falling within sub-Article 37A5 4 (I), when taken together,

37A5 5 a body corporate in which

- (I) the Director or any connected person falling within Articles 37A5 1, 37A5 2 or 37A5 3 has an interest significant to them, or
- (II) two or more persons falling within sub-Article 37A5 5 (I) who, when their interests are taken together have alone or together a significant interest

Declaration of Directors' personal interests

37B Director must declare the nature and extent of any personal interest, direct or indirect, which they or a connected person of theirs has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared or is not authorised by these Articles Subject to any resolution of the Directors a Director must absent themselves from any discussions of the Directors in which it is possible that a conflict not authorised by or in accordance with these Articles will arise between their duty to act solely in the interests of the Company and any personal interest of theirs or of a connected person of theirs (including but not limited to any personal financial interest) but shall at the request of the Directors respond to questions asked by the Directors concerning the relevant matter as the interested Director may choose which may include without limitation a response in confidence and in writing or a refusal to respond

Proceedings of Directors

38 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. 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

38.1 The quorum for the transaction of the business of the Directors shall be at least two Directors howsoever appointed

38.2 If two Directors nominated by a Member, a Children's Services' Director and an ICT Director, hold office they shall have one vote between them and they shall decide between them which of them shall cast their vote if both are present at a meeting. If only one Director nominated by a Member holds office as a Director and is present at a meeting or only one of two Directors appointed by the same Member is present at a meeting they shall have one vote. The chair shall not have a casting vote

38.3 For the purposes of these Articles, a Director shall be deemed to be present at any meeting of the Directors if that Director is able to hear and understand all of the proceedings of the meeting and be able to be heard and understood by all those present by way of a telephone or other suitable means of communication and such Director indicates their willingness to proceed on that basis. A meeting where those present or deemed to be present are in different locations shall unless the Directors determine otherwise be deemed to be place where the largest group of those participating is assembled, or, if there is no such group, where the chair of the meeting then is

- 39 The Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than two then the continuing Director may act only for the purpose of filling vacancies or a calling a general meeting
- 40 The Directors may appoint one of their numbers to be the chair of their meeting and may at any time remove that Director from that office. Unless the chair is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which the chair 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 may appoint one of their number to be chair of the meeting
- 41 The Directors may appoint one or more sub-committees consisting of two or more Directors for the purposes of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or earned out by a sub-committee, PROVIDED that the terms of any delegation must be record in the minute book and all acts and proceedings of each such sub-committee shall be fully and promptly reported to the Director. The Directors may impose conditions when delegating, including without limitation the conditions that
 - 41.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate,
 - 41.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors, and
 - 41.3 The Directors may revoke or alter a delegation

Resolutions

- 42 Subject to Article 38.2 all acts done by a meeting of Directors, or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Directors 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
- 43 Subject to Article 38.2 a resolution in writing or in electronic form agreed in accordance with this Article 43 and otherwise by these Articles shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held PROVIDED THAT
 - 43.1 Where a Member has appointed both a Children's' Services' Director and an ICT Director who each hold office they shall decide which one of them shall vote on the resolution and that Director shall certify in writing to the Secretary that they are so entitled when they vote,
 - 43.2 a copy of the resolution is sent or submitted to all the Directors potentially eligible to vote, and
 - 43.3 a simple majority of Directors entitled to vote has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date,
 - 43.4 the resolution is of a content and form and is otherwise such that it conforms to the content and form of resolutions that the Directors have previously agreed unanimously at a meeting may be resolved upon in writing or in electronic form and agreed by either a simple majority or by all of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and who are entitled to vote upon the resolution, and

- 43.5 The resolution comprises one or several documents containing the text of the resolution in like form to each of which one or more Directors entitled to vote has signified their agreement

Bank Accounts

- 44 Any bank account in which any part of the assets of the Company is deposited shall be operated in accordance with the instructions of the Directors and shall indicate the name of the Company and its status. All cheques and orders for payment of money shall be signed by at least two Directors or by two persons authorised as signatories by the Directors subject to such limitations and terms as they shall direct

Patrons

- 45 The Councils may nominate and the Directors may appoint nominated patrons who shall hold office on such terms and undertake such functions as the Members shall from time to time determine

Secretary

- 46 Subject to the provisions of the Act, a Secretary may be appointed by the Directors for such term, at such remuneration (if not a Director) and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The Secretary shall be entitled to attend all the meetings of the Members, of the Directors, of committees of Directors and of any Advisory Groups

Minutes

- 47 The Directors shall keep minutes in books kept for the purpose
- 47.1 of all appointments of officers made by the Directors,
- 47.2 of all proceedings at meetings of the Company and of the Directors, of committees of Directors and of any Advisory Groups including the names of the persons present at each such meeting

The Seal

- 48 The seal (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors 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 secretary or by a second Director

Accounts

- 49
- 49.1 The Directors must prepare for each financial year accounts as required by the Companies Acts. 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
- 49.2 The Trustees must keep accounting records as required by the Companies Act and by fiscal legislation

Charitable Trusts

- 50 The Directors shall comply with their obligations under the Charities Act 2011, the Law of Property Act 1925, the Settled Land Act 1925, the Trustee Acts and other relevant legislation and law in respect of the administration of any charitable trusts for which the Company may have fiduciary or other responsibilities

Annual Return

- 51 The Directors shall comply with their obligations under the Act with regard to the preparation of an annual return and its transmission to Companies House and in respect of other returns to be made in compliance with statute and regulation

Means of communication to be used

52

52.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

52.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

- 53 Any notice to be given to or by any person pursuant to the Articles must be

53.1 in writing, or

53.2 given in electronic form

- 54 The Company may give any notice to a Member either

54.1 personally, or

54.2 by sending it by post in a prepaid envelope addressed to the Member at his, her or their address, or

54.3 by leaving it at the address of the Member, or

54.4 by giving it in electronic form to the Member's address, and

54.5 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity

- 55 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called

- 56 Proof that

56.1 an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given,

56.2 an electronic form of notice was given shall be conclusive where the notice giver can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act,

57 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given

57.1 48 hours after the envelope containing it was posted, or

57.2 in the case of an electronic form of communication, 48 hours after it was sent

Indemnity

58

58.1 Subject to the provisions of the Act every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which Judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

58.2 The Directors shall have power to resolve pursuant to Article 5.10 to effect indemnity insurance notwithstanding their interest in any such policy

Rules

59

59.1 The Directors may from time to time make such standing orders (including financial standing orders), 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 purpose 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

59.1.1 the admission and classification of Members of the Company (including the admission of organisations to Membership) and the rights and privileges of such Members including whether they shall be entitled to attend or vote at meetings of the Company and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscription and other fees or payments to be made by Members,

59.1.2 the conduct of Members of the Company in relation to one another, and to the Company's servants including secondees,

59.1.3 the setting aside of the whole or any part or parts of the Company's premises or systems at any particular time or times or for any particular purpose or purposes,

59.1.4 the procedure at general meetings and meetings of the Directors and committees of the Directors or other persons in so far as such procedure is not regulated by the Articles,

59.1.5 generally, all such matters as are commonly the subject matter of company rules

59.2 The Company in general meeting shall have power to alter, add to or repeal the standing orders, rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such standing orders, rules or bye laws, which shall be binding on all members of the Company

provided that no standing order, rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles

Investment Managers

- 60 The Directors may arrange that the investments belonging to the Company shall at any time be kept under review by one or more investment managers (meaning a firm or company carrying on the business of Stockbrokers, Merchant Bankers, Finance Houses and Issuing Houses and which is authorised to carry on investment business under the Financial Services Act 2012) who shall be instructed and undertake to inform the Directors promptly about any changes which may appear to such manager or managers to be desirable in the interests of the Company
- 61 In respect of the said investments the Directors may delegate to the aforementioned investment manager or managers the power at the discretion of the investment manager or managers to sell or purchase investments on behalf of the Directors (either in the name of the Directors or in the names of any nominee or nominees authorised by the Directors) provided as follows
- 61.1 such power to sell or purchase if delegated to such manager or managers shall only be exercisable within clear policy guidelines laid down in advance by the Directors and shall not exceed or in any way infringe the powers of investment applicable to the Company,
 - 61.2 every sale or purchase earned out at the discretion of such manager or managers in exercise of such power to sell or purchase (if so delegated) shall be reported to the Directors within fourteen days,
 - 61.3 such manager or managers shall report generally at regular intervals or no longer than six calendar months to the Directors upon the current state, past performance and future prospects of the said investments,
 - 61.4 the Directors shall be entitled at any time and upon reasonable notice to review, revoke or alter any such delegation or the terms thereof notwithstanding that the period of such delegation has not expired (but without prejudice to acts or events prior to the revocation or alternation),
 - 61.5 the Directors shall be bound to review any such delegation and the terms thereof at least once in every twelve months but no such delegation shall be invalidated by any failure of the Directors to undertake any review within the said period of twelve calendar months
 - 61.6 the Directors may pay to the Investment Manager or managers such reasonable and proper remuneration for acting as such delegates or for advising the Directors as the Directors shall from time to time think proper