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Company Name: **BUCKINGHAMSHIRE ADVANTAGE (the "Company")**

Company Number: **05271232**

Circulation Date: **WRITTEN RESOLUTION**  
proposed pursuant to Chapter 2 of Part 13 of the Companies Act 2006  
6<sup>th</sup> March 2019

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the directors of the Company propose that resolution contained on **PAGE 2** of this document be passed as a special resolution within the meaning of section 283 of the Act (the "**Resolution**").

**Please read the important notes contained on PAGE 3 of this document before signifying your agreement to the Resolution.**

Dated: **6<sup>th</sup> March 2019**

**Richard Harrington**

.....  
By Order of the Board

Registered Office: 30, Upper High Street,  
Thame,  
Oxfordshire  
OX9 3EZ



### **SPECIAL RESOLUTION**

1. **THAT**, the form of the articles of association annexed to this Written Resolution be, and they are hereby, adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company (including, for the avoidance of doubt, those provisions of the Company's memorandum of association which are treated as provisions of the Company's existing articles of association under section 28(1) Companies Act 2006).

### **IMPORTANT NOTES**

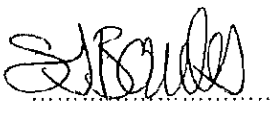
- 1 If you agree with the Resolution contained on **PAGE 2** of this document, please indicate your agreement by signing and dating this document where indicated below on **PAGE 4** and returning it to the Company by email to [liz.thomas@bucksadvantage.co.uk](mailto:liz.thomas@bucksadvantage.co.uk).
- 2 If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- 3 Indication of your agreement to the Resolution will also constitute Member Approval of the adoption of the new articles of association for the purpose of clause 13 of the Members' Agreement relating to the Company dated 25-March 2014.
- 4 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 5 Unless, within the period of 28 days beginning with the circulation date of this Written Resolution), sufficient agreement has been received for the Resolution to be passed, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or other authority when returning this document.

## AGREEMENT

*Please read the important notes on **PAGE 3** of this document before signifying your agreement to the Resolutions set out on **PAGE 2**.*

The undersigned, being the eligible members of the Company entitled to vote on the Resolution contained on **PAGE 2** of this document on ..... **2019**, hereby irrevocably agree to the Resolution.

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Name of Member	Signature	Date
Aylesbury Vale District Council		19th March 2019
Buckinghamshire County Council	.....	..... 2019
Wycombe District Council	.....	..... 2019
Chiltern District Council	.....	..... 2019
South Bucks District Council	.....	..... 2019
Buckinghamshire Business First	.....	..... 2019

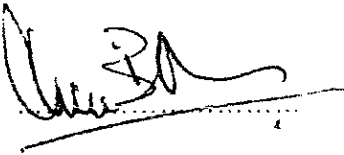
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Aylesbury Vale District Council	.....	..... 2019
Buckinghamshire County Council		27 - 3 - 2019
Wycombe District Council	.....	..... 2019
Chiltern District Council	.....	..... 2019
South Bucks District Council	.....	..... 2019
Buckinghamshire Business First	.....	..... 2019

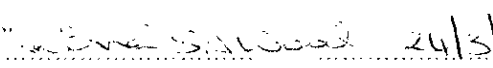
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Name of Member	Signature	Date
Aylesbury Vale District Council	.....	..... 2019
Buckinghamshire County Council	.....	..... 2019
Wycombe District Council		24/5/ 2019
Chiltern District Council	.....	..... 2019
South Bucks District Council	.....	..... 2019
Buckinghamshire Business First	.....	..... 2019

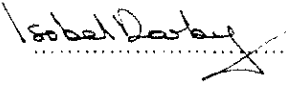
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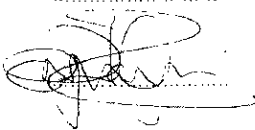
<b>Name of Member</b>	<b>Signature</b>	<b>Date</b>
<b>Aylesbury Vale District Council</b>	.....	..... <b>2019</b>
<b>Buckinghamshire County Council</b>	.....	..... <b>2019</b>
<b>Wycombe District Council</b>	.....	..... <b>2019</b>
<b>Chiltern District Council</b>		..... <b>8/3/ 2019</b>
<b>South Bucks District Council</b>	.....	..... <b>2019</b>
<b>Buckinghamshire Business First</b>	.....	..... <b>2019</b>

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<b>Buckinghamshire County Council</b>	.....	..... <b>2019</b>
<b>Wycombe District Council</b>	.....	..... <b>2019</b>
<b>Chiltern District Council</b>	.....	..... <b>2019</b>
<b>South Bucks District Council</b>		20 March 2019
<b>Buckinghamshire Business First</b>	.....	..... <b>2019</b>

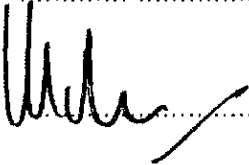


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<b>Aylesbury Vale District Council</b>	.....	..... <b>2019</b>
<b>Buckinghamshire County Council</b>	.....	..... <b>2019</b>
<b>Wycombe District Council</b>	.....	..... <b>2019</b>
<b>Chiltern District Council</b>	.....	..... <b>2019</b>
<b>South Bucks District Council</b>	.....	..... <b>2019</b>
<b>Buckinghamshire Business First</b>		<b>7/3/</b> 2019

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**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**BUCKINGHAMSHIRE ADVANTAGE**

**(the "Company")**

**1 PRELIMINARY**

The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles of Association shall not apply to the Company and these Articles of Association alone shall constitute the regulations of the Company.

**2 INTERPRETATION**

In these Articles of Association the following expressions have the following meanings unless inconsistent with the context:

<b>"2006 Act"</b>	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>"BBF"</b>	Buckinghamshire Business First (a private company limited by guarantee registered in England Wales with number 04107584);
<b>"Board"</b>	the board of Directors of the Company, acting collectively, as constituted from time to time;
<b>"Board Chairman"</b>	the chairman of the Board, appointed from time to time in accordance with Article 14.6;

<b>"Business Day"</b>	any day other than a Saturday or Sunday or a public or bank holiday in England;
<b>"Business Plan"</b>	the Buckinghamshire Business Plan to be adopted by the Company for each financial year in accordance with any Relevant Agreement;
<b>"clear days"</b>	in relation to the period of a notice, means that 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;
<b>"Code of Practice"</b>	the code of conduct agreed by the Member Organisations on or around the date of the adoption of these Articles of Association;
<b>"Director"</b>	a director of the Company acting individually;
<b>"the Directors"</b>	the Directors (including the Member Organisation Directors, unless expressed otherwise) for the time being of the Company or (as the context shall require) any of them acting as the Board of Directors of the Company;
<b>"HMRC"</b>	Her Majesty's Revenue & Customs;
<b>"Key Documents"</b>	any Relevant Agreement, these Articles of Association, the Policies, the Strategic Delivery Plan and the Business Plan and <b>"Key Document"</b> shall mean any of them as the case may be;
<b>"Managing Director"</b>	the person for the time being appointed as the managing director of the Company by the Board;
<b>"Material Matters"</b>	a matter identified in Article 20 as requiring Member Approval before action may be taken in respect of it by or on behalf of the Company;

<b>"Member"</b>	a member of the Company from time to time (including, for the avoidance of doubt, the Member Organisations, unless expressed otherwise) and the term <b>"Members"</b> shall be construed accordingly,
<b>"Member Approval"</b>	the approval of the Members in accordance with any Relevant Agreement;
<b>"Member Organisations"</b>	Aylesbury Vale District Council, Buckinghamshire County Council, Wycombe District Council, Chiltern District Council, South Bucks District Council and BBF;
<b>"Member Organisation Directors"</b>	the Directors appointed as directors of the Company from time to time by the Member Organisations pursuant to Article 14.1 and the term <b>"Member Organisation Director"</b> shall be construed accordingly;
<b>"Objects"</b>	the objects of the Company as defined in Article 4;
<b>"Policies"</b>	the contract and financial rules, regulations and policies to which the Company is subject from time to time as such rules, regulations and policies may be required by law or as they may be adopted (and, if applicable, amended from time to time with Member Approval);
<b>"Private Sector Directors"</b>	representatives of the business and private sector community appointed to the Board from time to time in accordance with these Articles of Association;
<b>"Relevant Agreement"</b>	any agreement entered into (or adhered to) by the Members relating to the Company (as amended from time to time in accordance with its terms);
<b>"Reserved Matter"</b>	a matter identified in Article 21 as requiring a resolution of the Board before action may be taken in respect of it by or on behalf of the Company;

<b>"the Seal"</b>	the common seal of the Company (if any);
<b>"Secretary"</b>	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;
<b>"Strategic Delivery Plan"</b>	the strategic delivery plan and the programme plan for the Company adopted by the Members pursuant to any Relevant Agreement;
<b>"the United Kingdom"</b>	Great Britain and Northern Ireland; and
<b>"Vice Chairman"</b>	the vice chairman of the Board appointed from time to time from amongst the Directors in accordance with Article 14.6.

2.1 Expressions in these Articles of Association:

2.1.1 referring to "writing" include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form,

2.1.2 to "he" or "him" include male and female individuals and corporations, and

2.1.3 a "person" includes a reference to any body corporate, unincorporated association or partnership.

2.2 Unless the context otherwise requires, words or expressions contained in these Articles of Association shall bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles of Association become binding on the Company.

### 3 PRIVATE COMPANY

The Company is a private company limited by guarantee within the meaning of section 3 of the 2006 Act.

## **4 OBJECTS**

The Company's objects (the "**Objects**") are to assist, promote, encourage, develop and secure the sustainable and holistic economic development of Buckinghamshire in keeping with the nationally, regionally and locally agreed vision and Strategic Economic Plan and any area outside Buckinghamshire where such activity appears to the Company to facilitate or be conducive to the economic growth, economic prosperity or economic development of Buckinghamshire.

## **5 MEMBERS**

- 5.1 The Company must keep a register of Members as required by the 2006 Act.
- 5.2 No person shall be admitted as a Member of the Company unless he is approved by Member Approval Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form as the Directors require to be executed by him agreeing to be bound by these Articles of Association and, being so admitted his name, shall be entered in the register of Members of the Company.
- 5.3 The Members shall have an absolute discretion in determining whether to accept or reject any application for membership in the Company and shall not be bound to assign any reason for their decision.
- 5.4 A Member of the Company shall cease to be a Member in the event of:
  - 5.4.1 such Member's retirement from the Company in accordance with any Relevant Agreement;
  - 5.4.2 such Member's death, or being a corporation, its winding up;
  - 5.4.3 such Member's bankruptcy or the making of any arrangement or composition with his creditors, or being a corporation, liquidation; or
  - 5.4.4 all the remaining Members agreeing to remove an existing Member.
- 5.5 Unless otherwise determined with Member Approval, the number of Members shall be no less than two and no more than six.

- 5.6 Membership shall not be transferable.

## **6 GENERAL MEETINGS**

- 6.1 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 notice calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year The annual general meeting shall be held at such time and place as the Directors shall appoint.
- 6.2 The Directors may call general meetings and must call a general meeting if it receives a requisition by the Members of the Company in accordance with the 2006 Act.
- 6.3 *If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.*

## **7 NOTICE OF GENERAL MEETINGS**

- 7.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice All other general meetings of the Company shall be called by at least fourteen clear days' notice but a general meeting may be called at shorter notice if it is so agreed in accordance with section 307(4) of the 2006 Act The notice shall specify the time and place of the meeting and, only in the case of special business, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 7.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the Directors and auditors, the election of Directors (in accordance with these Articles of Association) in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors of the Company.



- 7.3 Notwithstanding that the Company does not have a share capital every notice convening a general meeting shall comply with the provisions of section 325 of the 2006 Act as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.
- 7.4 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.

## **8 PROCEEDINGS AT GENERAL MEETINGS**

- 8.1 Subject to Articles 8.2 and 8.3, no business shall be transacted at any general meeting unless a quorum of Members is present. A quorum shall be all Members present in person (as represented by a duly authorised representative of the relevant Member corporation) or a proxy for a Member save that, if and for so long as the Company has only one person as a Member, one Member present in person or by proxy shall be a quorum.
- 8.2 If a quorum is not present within half an hour from the time appointed for a general meeting, then such general meeting shall be deemed to be inquorate and will be adjourned to the same day and time in the next following week at the same place or to such other day and at such other time and place as the Directors may determine. If at the adjourned meeting, if a quorum is not present within half an hour from the time appointed for any adjourned general meeting then such general meeting shall again be deemed inquorate and, thereafter, the general meeting shall be adjourned again to a later date to be agreed by the Members. If a quorum is not present within half an hour from the time appointed for any subsequent adjourned meeting then those Member Organisations attending such subsequent adjourned general meeting shall be deemed to constitute a quorum for the purposes of such general meeting, provided that such general meeting shall transact no business other than the business which was to be transacted at the general meeting which is the subject of such adjournment.
- 8.3 Where a Member provides notice in writing (deposited at the registered office of the Company or such other place as the Members may from time to time agree) that such Member does not wish to attend a general meeting whether in person or by proxy or by duly authorised representative (where appointed), such meeting shall be deemed to be quorate without the attendance of the Member giving such notice.

- 8.4 Unless any one or more of the Members indicates otherwise to the Managing Director at least one Business Day before the date on which a general meeting is to be convened (or such other reasonable period of time as the Members shall agree), the Board Chairman shall be invited to attend and chair the relevant general meeting, provided that, if the Board Chairman is not present within fifteen minutes after the time appointed for the holding of the meeting, is otherwise unable or unwilling to preside at any general meeting or any one (or more) of the Members has indicated to the Managing Director that the Board Chairman is not to be invited to the general meeting (in accordance with this Article 8.4), the Members present shall decide who shall act as the chair for the purposes of such general meeting.
- 8.5 A Director, notwithstanding that he is not a Member, shall be entitled to attend and speak at any general meeting (but, for the avoidance of doubt, shall not count towards the quorum for such meeting and shall not be entitled to vote at such meeting).
- 8.6 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 8.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded:
- 8.7.1 by the chairman of the general meeting; or
  - 8.7.2 by at least one Member having the right to vote at the meeting; or
  - 8.7.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting,
- and a demand by a person as a proxy for a Member shall be the same as a demand by the Member.
- 8.8 Unless a poll is duly demanded a declaration by the chairman of the general meeting 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 of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 8.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the general meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. A poll shall be taken as the chairman of the general meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to any other vote which he may have.
- 8.11 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 he 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 like form each executed by or on behalf of one or more Members.

## **9 VOTES OF MEMBERS**

- 9.1 On a show of hands every Member (being an individual) present in person or by proxy (not being himself a Member entitled to vote) or (being a corporation) is present by a duly authorised representative or proxy (not being himself a Member entitled to vote) shall have one vote and on a poll every Member present in person or by proxy or by a duly authorised representative (as the case may be) shall have one vote.
- 9.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the form which the Directors may approve from time to time provided that:
- 9.2.1 the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll; and
- 9.2.2 it shall be deposited at the registered office of the Company at least 48 hours (or such shorter time as the Directors may agree) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 9.3 A Member shall not be entitled to appoint more than one proxy to attend on the same occasion.

## **10 NUMBER OF DIRECTORS**

Unless otherwise determined by Member Approval the number of Directors shall be not less than six and not more than twelve.

## **11 ALTERNATE DIRECTORS**

Save as otherwise specified in a Relevant Agreement, a Director shall not be entitled to appoint an alternate.

## **12 POWER OF DIRECTORS**

12.1 The Members shall delegate the control of the affairs of the Company to the Board, provided that any Material Matter shall require Member Approval before it is actioned by the Board. Responsibility for the overall management of the Board shall be vested in the Managing Director.

12.2 In the event of any dispute as to whether any activity has been delegated to the Board or the Managing Director or whether it is a Reserved Matter, such dispute shall be referred to the Members of the Company and shall require Member Approval.

12.3 No action may be taken by or on behalf of the Company in respect of any matter identified in Article 21 as a Reserved Matter unless such action has been approved by a resolution of the Board.

12.4 No alteration of these Articles of Association 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.

12.5 The powers given by this Article 12 shall not be limited by any special power given to the Directors by these Articles of Association.

12.6 Subject to any Relevant Agreement, all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine provided that not less than two Directors shall be required to sign all cheques drawn against the Company.

### **13 DELEGATION OF DIRECTORS' POWERS**

The Board may establish panels, committees or delivery groups to deal with any matters it shall deem appropriate to be dealt with by such panels, committees or delivery groups provided that Reserved Matters shall be reserved for the Board.

### **14 APPOINTMENT AND RETIREMENT OF DIRECTORS**

14.1 The Member Organisations shall each be entitled to appoint and remove one Director.

14.2 The Members may agree from time to time the composition of the Board and the appointment process to be followed for the appointment of the Managing Director and other Directors (other than the Member Organisation Directors, whose appointment shall be governed by Article 14.1).

14.3 The Members (with Member Approval) shall be jointly entitled to appoint five Private Sector Directors to the Board from time to time. The Members (with Member Approval) shall be entitled to remove the Private Sector Directors from the Board and appoint new Private Sector Directors.

14.4 Any appointment or removal of a Member Organisation Director or Private Sector Director shall be effected by an instrument in writing signed by or on behalf of the relevant appointing Member Organisation(s) and shall take effect upon lodgement with the Company at its registered office or on delivery to a meeting of the Board (as the case may be). If any Member Organisation Director or any Private Sector Director is removed from the Board pursuant to these Articles of Association, the Member Organisation or Member Organisations (acting with Member Approval) who appointed such Member Organisation Director or Private Sector Director respectively shall be entitled to appoint another person to take such removed Member Organisation Director's or Private Sector Director's place.

14.5 A representative from each Member (and such other non-voting observers or attendees as the Members shall agree, with Member Approval, from time to time) shall be entitled to attend meetings of the Board in a non-voting observer role.

14.6 The Directors shall appoint:

14.6.1 one of their number to be the Board Chairman, and the Directors may remove the Board Chairman from that office; and

14.6.2 one of their number to be the Vice Chairman and may remove him from that office;

14.6.3 these appointments shall take place at the annual general meeting; and

14.6.4 the Vice Chairman when elected will act as an independent Member,

provided that the removal of the Board Chairman or Vice Chairman from office in accordance with this Article 14.6 shall not, for the avoidance of doubt, affect their position as Directors.

14.7 Any person appointed to the Board must have sufficient knowledge, understanding and experience to contribute appropriately in connection with the matters with which the Board will deal.

## **15 DIRECTORS' TERM OF OFFICE**

15.1 A Member Organisation Director shall be entitled to serve on the Board until such time as the Member Organisation removes the Member Organisation Director in accordance with Article 14.4 above. This arrangement reflects the democratic processes of the authorities.

15.2 Subject to Article 14.3, all Private Sector Directors shall be appointed for a three year term of office commencing on the date of such Director's appointment to the Board, provided that such Directors' appointments shall be extendable by the Board with Member Approval for a further period of three years (commencing on the day after the expiry of the initial period referred to above) or such other period as the Member Organisations shall agree with Member Approval.

## **16 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

16.1 The office of a Director shall be vacated if:

16.1.1 he ceases to be a Director by virtue of any provision of the 2006 Act, any Relevant Agreement, these Articles of Association or he becomes prohibited by law from being a Director; or

16.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

16.1.3 he is, or may be, suffering from mental disorder and either;

16.1.4 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

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

16.1.6 he resigns his office by notice to the Company; or

16.1.7 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

## **17 REMUNERATION AND EXPENSES**

No Director save for the Managing Director will be entitled to any remuneration or reimbursement of expenses from the Company in connection with the performance of his or her duties for the Board (including but not limited to his or her attendance at Board Meetings), unless the Member Organisations shall otherwise agree in accordance with Article 20.15.

## **18 PROCEEDINGS OF THE DIRECTORS**

18.1 Subject to the provisions of these Articles of Association and any Relevant Agreement, the Directors may regulate their meetings, as they think fit.

18.2 The quorum for the transaction of business of the Directors shall be two Directors where the business to be transacted relates to the Vale of Aylesbury and four Directors where the business to be transacted relates to the wider area of Buckinghamshire. If a quorum is not present within half an hour from the time appointed for any meeting of the Board, then such meeting of the Board shall be deemed to be inquorate and will be adjourned to the same day and time in the next following week at the same place. If a quorum is not present within half an hour from the time appointed for any adjourned Board Meeting then such Board Meeting shall be deemed to be inquorate and thereafter the Board Meeting shall be adjourned again at a later date to be decided by the Managing Director.

- 18.3 Unless he is unwilling to do so, the Director appointed as Board Chairman shall preside at every meeting of the Directors at which he is present. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Vice Chairman shall preside. If the Vice Chairman is not present or is unwilling to preside, the Directors present may appoint one of their number to be the chairman of the meeting.
- 18.4 The Board shall meet as often as the Directors shall from time to time determine is necessary but in any event not less than once every six months.
- 18.5 Questions arising at any meeting shall be decided by a majority of votes and each Director shall have one vote. In the case of an equality of votes, the Board Chairman shall not have a second or the casting vote. In the event of any deadlock in respect of any resolution or other matter before the Board, the Board Chairman will refer the matter to the Members for Member Approval.
- 18.6 Any Director may requisition a meeting of the Board at such time as he may agree with the other Directors or, in the absence of such agreement, by giving to the other Directors not less than 10 Business Days' notice, such notice to specify the date, time and reasonable details of the matters proposed to be discussed at the meeting of the Board.
- 18.7 At least 10 Business Days' notice must be given to each Director before each meeting of the Board and meeting of a committee constituted pursuant to Article 13 unless the Board Chairman in his sole discretion determines that it is necessary to call a meeting of the Board at shorter notice. At least 5 Business Days before each meeting of the Board or meeting of a committee constituted pursuant to Article 13 (as applicable) the Directors or members of the relevant committee shall be given copies of any documents which are to be discussed at such meeting of the Board or committee (as applicable). Meetings of the Board which are deemed by the Directors to be open to the public so that the general public may attend ("Public Meetings") must be publicised in the local press within Buckinghamshire at least 5 Business Days before any such Public Meeting and relevant papers relating to the business to be transacted at any Public Meeting shall be made available to members of the public prior to the Public Meeting, on the reasonable request of any such members of the public.
- 18.8 Notice of every meeting of the Directors (or committee constituted pursuant to Article 13) shall be given to each Director (or member of the relevant committee), including Directors (or members of the relevant committee) who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.



- 18.9 Any Director may participate in a meeting of the Directors or a committee constituted pursuant to Article 13 of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles of Association and the 2006 Act, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 18.10 The continuing Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies, or of calling a general meeting.
- 18.11 All acts done by any meeting of the Directors or of a committee constituted pursuant to Article 13, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or 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.
- 18.12 Subject to the provisions of the 2006 Act, and provided that he has disclosed in accordance with the Code of Practice to the directors the nature and extent of any interest (as defined in the Code of Practice and the 2006 Act) of his, a director notwithstanding his office:
- 18.12.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 18.12.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 18.12.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested; and
- 18.12.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction

or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

18.13 For the purposes of Article 18:

18.13.1 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

18.13.2 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate director has otherwise.

18.14 For the purposes of Article 18.12:

18.14.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified;

18.14.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

18.14.3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate director has otherwise.

18.15 Whenever a Director has a prejudicial interest in a matter to be discussed at a meeting of the Board (or a committee of the board of directors), then unless the board resolves otherwise or the Director is a Member Organisation Director and his/her interest is in a matter relating to his/her Member Organisation appointor, the Director concerned shall, having declared that interest:

18.15.1 withdraw from the meeting for that item;

18.15.2 not be counted in the quorum for that part of the meeting;

18.15.3 not be entitled to vote on the matter;

18.15.4 not to make important decision in relation to that matter, and

18.15.5 not seek to improperly influence a decision about that matter.

18.16 Any conflict situation in relation to any Director which arises only by reason of his appointment by a Member or Members is permitted by this Article 19.16 and the relevant conflicting matter does not require disclosure and authorisation under the 2006 Act.

18.17 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee constituted pursuant to Article 13 shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or Members of the committee (as the case may be) An e-mail or other electronic communication sent by a Director which sets out the text of a resolution and contains a statement to the effect that a Director agrees to that resolution and which has been sent to the Company shall be valid for this purpose.

18.18 Any Director shall be entitled to invite relevant third parties to attend any meeting of the Board where such attendance is deemed worthwhile or necessary to the matters before the meeting of the Board, provided that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company For the avoidance of doubt, no such third party shall count in the quorum or be entitled to vote at any meeting of the Board.

## **19 MATERIAL MATTERS**

A Material Matter shall be any one of the following matters and shall require Member Approval before any action is taken in respect of such matter by or on behalf of the Board.

19.1 the approval of, amendment to or variation of any Key Document;

19.2 approving any matter for which provision has not been made in relevant Business Plan for that financial year;

19.3 approval of any matter which is outside the normal course of the business of the Company;

- 19.4 the approval of, amendment to or variation any financial regulations to be adopted by the Company;
- 19.5 any variation to the business and/or objectives of the Company;
- 19.6 the admission of new Members to the Company;
- 19.7 the resolution of any matter referred to the Members for approval by the Board, including a deadlock matter at Board level;
- 19.8 approval of or variation to the Code of Practice;
- 19.9 variation to the maximum number of Directors to be appointed to the Board and the composition of the Board;
- 19.10 the appointment of non-voting observers or attendees to the Board;
- 19.11 the appointment of a Private Sector Director;
- 19.12 the dismissal of a Private Sector Director from the Board;
- 19.13 any decision to waive the confidentiality restrictions imposed on any of the Members or Directors under any Relevant Agreement;
- 19.14 taking any step which will result or may result in a winding up of the Company;
- 19.15 determining whether any Director (or any person recruited to work for the Company) shall be entitled to remuneration or reimbursement of expenses in connection with the performance of his or her duties for the Board and determining the level and terms upon which such remuneration will be payable;
- 19.16 the variation of any Reserved Matter and the approval of what constitutes a Reserved Matters;
- 19.17 the appointment and removal of the Managing Director; and
- 19.18 any other matters which the Members shall, with Member Approval, determine to be a Material Matter.

## **20 RESERVED MATTERS**

A Reserved Matter shall be any one of the following matters and shall require a Board resolution before action may be taken by the Directors on behalf of the Company in respect of them.

### **20.1 appointing or removing:**

20.1.1 the auditors to the Company; and

20.1.2 the bankers to the Company.

### **20.2 determining the terms of appointment of:**

20.2.1 (subject to the Articles and any Relevant Agreement) any Director; and

20.2.2 the Board Chairman.

### **20.3 approving the terms of purchase by the Company of any services from any Member (including the secondment of any employees from any Member);**

### **20.4 altering:**

20.4.1 the name of the Company;

20.4.2 the registered office of the Company;

20.4.3 the accounting reference date of the Company;

20.4.4 the place of business of the Company.

### **20.5 Using any trading name, design or logo in connection with the business of the Company;**

### **20.6 opening or closing any bank account of the Company;**

### **20.7 adoption of any financial scheme of delegation for the Company;**

- 20.8 entering into any arrangement, contract or transaction, subject to any financial scheme of delegation for the Company adopted pursuant to any Relevant Agreement and these Articles;
- 20.9 selling, leasing (as lessor), licensing (as licensor), transferring or otherwise disposing of any tangible or *intangible* asset, subject to any financial scheme of delegation for the Company adopted pursuant to any Relevant Agreement and these Articles;
- 20.10 purchasing or otherwise acquiring any tangible or intangible asset, subject to any financial scheme of delegation for the Company adopted pursuant to any Relevant Agreement and these Articles;
- 20.11 creating or allowing to be created any encumbrance over any tangible or intangible asset (including any mortgage, charge, pledge, option, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set-off or any security interest whatsoever and howsoever created or arising;
- 20.12 making any election to waive the VAT exemption in respect of any property;
- 20.13 submitting any corporation tax return of the Company to the HMRC and the agreeing any corporation tax payable by the Inland Revenue for any accounting period of the Company;
- 20.14 making any loan or granting any credit (other than in the normal course of trading) or giving any guarantee;
- 20.15 save as provided in any Relevant Agreement, taking any loan, borrowing or credit;
- 20.16 giving any guarantee, suretyship or indemnity to secure the liabilities of any person or assume the obligations of any person;
- 20.17 adopting any financial scheme of delegation for the Company;
- 20.18 adopting any standard terms of business for use with third parties;
- 20.19 establishing or amending any pension scheme or any death, retirement, profit sharing, bonus or other scheme for the benefit of any employees of the Company;

- 20.20 subject to the provisions of any Relevant Agreement, instituting or threatening to institute any legal proceedings in respect of the Company (other than debt recovery proceedings in the ordinary course of business);
- 20.21 subject to the provisions of any Relevant Agreement, settle or compromise any legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submit to arbitration any dispute involving the Company; and
- 20.22 applying to HMRC to treat the Company as a member of a group registration for value added tax purposes.

## **21 SECRETARY**

Subject to the provisions of the 2006 Act, the Secretary shall be appointed by the Members for such term, such remuneration (if any) and upon such conditions as they think fit, and any secretary so appointed may be removed by them, provided always that no Director may hold office as Secretary where such office is remunerated.

## **22 MINUTES**

The Directors shall cause minutes to be made in books kept for the purposes:

- 22.1 of recording the names and addresses of all Members; and
- 22.2 of all appointments of officers made by the Directors; and
- 22.3 of all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to Article 13 including the names of Directors and Members (as appropriate) present at each such meeting.

## **23 THE SEAL**

If the Company has a seal it shall only be used with the authority of the Directors or of a committee constituted pursuant to Article 13 which is comprised entirely of Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined, every instrument to which the Seal is affixed shall be signed by one Director and by the secretary or another Director.

## **24 NOTICES**

- 24.1 Any notice to be given to or by any person pursuant to these Articles of Association shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 24.2 The Company may give notice to a Member either personally or via e-mail to the address notified to the Company from time to time or by sending it by first class post in a pre-paid envelope addressed to the Member at his registered address or by leaving it at that address, or (if he has no registered address within the United Kingdom) to or at the address, if any, within the United Kingdom supplied by him to the Company for the giving of notices to him, but otherwise, no such Member shall be entitled to receive any notice from the Company.
- 24.3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 2 Business Days after the envelope *containing the same is posted and where a notice is sent by e-mail notice shall be deemed to be given at the time of transmission.*
- 24.4 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice sent by facsimile, e-mail or courier and such notice shall be deemed to have been duly served on all Members entitled thereto on confirmation of receipt of such notice by each of the Members to the Company Secretary. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

## **25 WINDING UP**

Clause 8 of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles of Association.

## **26 INDEMNITY**

- 26.1 In the lawful execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or



incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Director or other officer of the Company who is sought to be made liable.

- 26.2 The Directors shall have power to purchase and maintain at the expense of the Company for the benefit of any Director, officer or auditor of the Company insurance against any such liability as is referred in section 532 of the 2006 Act and, subject to the provisions of the 2006 Act, against any other liability which may attach to him for loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer or auditor.

## **27 RULES OR BYE-LAWS**

- 27.1 The Members may from time to time, with Member Approval, instruct the Board to propose such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership of the Company.
- 27.2 No rules or bye-laws proposed by the Board shall be adopted, altered or repealed by the Company without Member Approval.