

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8522869

The Registrar of Companies for England and Wales, hereby certifies that

BUCKINGHAMSHIRE EDUCATION AND SKILLS TRAINING

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 9th May 2013



\*N08522869R\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



**Companies House**

— for the record —

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 09/05/2013



X2811VBU

*Company Name  
in full:*

**BUCKINGHAMSHIRE EDUCATION AND SKILLS TRAINING**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative*

*Company Type:*

**Private limited by guarantee**

*Situation of Registered  
Office:*

**England and Wales**

*Proposed Register  
Office Address:*

**HIGH WYCOMBE CAMPUS QUEEN ALEXANDRA ROAD  
HIGH WYCOMBE  
BUCKINGHAMSHIRE  
UNITED KINGDOM  
HP11 2JZ**

*I wish to adopt entirely bespoke articles*

*Company Director*    **1**

Type:                                **Person**  
Full forename(s):                **PAULINE**

Surname:                           **ODULINSKI**

Former names:

*Service Address recorded as Company's registered office*

*Country/State Usually Resident:*   **UNITED KINGDOM**

*Date of Birth:*   **25/03/1951**                                *Nationality:*   **BRITISH**

*Occupation:*     **PRINCIPAL/CEO**

*Consented to Act:* **Y**                                *Date authorised:* **09/05/2013**                                *Authenticated:* **YES**

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*Company Director*    **2**

Type:                                **Person**  
Full forename(s):                **BRIAN ROBERT**

Surname:                           **TRANter**

Former names:

*Service Address recorded as Company's registered office*

*Country/State Usually Resident:*   **UNITED KINGDOM**

*Date of Birth:*   **10/10/1955**                                *Nationality:*   **BRITISH**

*Occupation:*     **RETIRED**

*Consented to Act:* **Y**                                *Date authorised:* **09/05/2013**                                *Authenticated:* **YES**

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*Company Director*    **3**

Type:                      **Person**

Full forename(s):        **ALLAN**

Surname:                 **WESTRAY**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident:   **UNITED KINGDOM**

Date of Birth:   **21/05/1947**

Nationality:   **BRITISH**

Occupation:    **SEMI RETIRED**

Consented to Act: **Y**

Date authorised: **09/05/2013**

Authenticated: **YES**

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*Company Director*    **4**

Type:                      **Person**

Full forename(s):        **SIMON JOHN**

Surname:                 **OPIE**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident:   **UNITED KINGDOM**

Date of Birth:   **16/02/1945**

Nationality:   **BRITISH**

Occupation:    **RETIRED**

Consented to Act: **Y**

Date authorised: **09/05/2013**

Authenticated: **YES**

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*Company Director*    **5**

Type:                                **Person**  
Full forename(s):                **MICHAEL**

Surname:                           **HIPKINS**

Former names:

*Service Address recorded as Company's registered office*

*Country/State Usually Resident:*   **UNITED KINGDOM**

*Date of Birth:*   **12/03/1951**                                *Nationality:*   **BRITISH**

*Occupation:*     **RETIRED**

*Consented to Act:* **Y**                                *Date authorised:* **09/05/2013**                                *Authenticated:* **YES**

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*Company Director*    **6**

Type:                                **Person**  
Full forename(s):                **NICHOLAS**

Surname:                           **JEPSON**

Former names:

*Service Address recorded as Company's registered office*

*Country/State Usually Resident:*   **UNITED KINGDOM**

*Date of Birth:*   **01/06/1956**                                *Nationality:*   **BRITISH**

*Occupation:*     **CONSULTANT**

*Consented to Act:* **Y**                                *Date authorised:* **09/05/2013**                                *Authenticated:* **YES**

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*Company Director* 7

Type: **Person**

Full forename(s): **RUTH**

Surname: **FARWELL**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **22/02/1954** Nationality: **BRITISH**

Occupation: **UNIVERSITY VICE CHANCELLOR  
AND CHIEF EXECUTIVE**

Consented to Act: **Y** Date authorised: **09/05/2013** Authenticated: **YES**

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*Company Director* 8

Type: **Person**

Full forename(s): **PETER**

Surname: **BELCHER**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **16/05/1946** Nationality: **BRITISH**

Occupation: **RETIRED**

Consented to Act: **Y** Date authorised: **09/05/2013** Authenticated: **YES**

## Statement of Guarantee

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*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*      **AYLESBURY COLLEGE**

*Address:*    **OXFORD ROAD  
AYLESBURY  
BUCKINGHAMSHIRE  
UNITED KINGDOM  
HP21 8PD**

*Amount Guaranteed:*    **£10.00**

*Name:*      **BUCKINGHAMSHIRE NEW UNIVERSITY**

*Address:*    **HIGH WYCOMBE CAMPUS QUEEN  
ALEXANDRA ROAD  
HIGH WYCOMBE  
BUCKINGHAMSHIRE  
UNITED KINGDOM  
HP11 2JZ**

*Amount Guaranteed:*    **£10.00**

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **PAUL BOONE**

*Agent's Address:* **MILLS & REEVE LLP 1 ST JAMES COURT  
NORWICH  
NORFOLK  
UNITED KINGDOM  
NR3 1RU**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **PAUL BOONE**

*Agent's Address:* **MILLS & REEVE LLP 1 ST JAMES COURT  
NORWICH  
NORFOLK  
UNITED KINGDOM  
NR3 1RU**

**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**BUCKINGHAMSHIRE EDUCATION AND SKILLS TRAINING**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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Name of each subscriber	Authentication by each subscriber
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Aylesbury College

Buckinghamshire New University

Dated this 9<sup>th</sup> day of May 2013

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY  
GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**BUCKINGHAMSHIRE EDUCATION AND SKILLS  
TRAINING**

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**1     Company's name**

- 1.1     The company's name is **Buckinghamshire Education and Skills Training**.

**2     Interpretation**

- 1.2     In the articles:

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

“**articles**” means the Charity's articles of association;

“**Authorised Representative**” has the meaning ascribed to it article 1.78;

“**Aylesbury College**” means Aylesbury College of Oxford Road, Aylesbury, Buckinghamshire, HP21 8PD;

“**Buckinghamshire New University**” means Buckinghamshire New University of High Wycombe Campus Queen Alexandra Road, High Wycombe, Buckinghamshire HP11 2JZ;

“**Chairman**” has the meaning given in article 1.105;

“**Charity**” means the company intended to be regulated by the articles;

“**clear days**” in relation to the period of a notice means a period excluding:

(a) the day when the notice is given or deemed to be given; and

(b) the day for which it is given or on which it is to take effect;

**“Companies Acts”** means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;

**“directors”** means the directors of the Charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011;

**“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;

**“member”** has the meaning given to it in section 112 of the Companies Act 2006;

**“memorandum”** means the Charity’s memorandum of association;

**“officers”** includes the directors and the secretary (if any);

**“Principal Regulator”** means the Higher Education Funding Council for England, or such other regulator as the Principal Regulator from time to time may notify to the Charity;

**“seal”** means the common seal of the Charity if it has one;

**“secretary”** means any person appointed to perform the duties of the secretary of the Charity;

**“Subscribers”** means Aylesbury College and Buckinghamshire New University, being the subscribers to the Charity’s memorandum of association;

**“United Kingdom”** means Great Britain and Northern Ireland; and

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

1.3 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 Charity.

1.4 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.

### **3      Liability of Members**

1.5      The liability of the members is limited to a sum not exceeding £1.00, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a member or within one year after they cease to be a member, for:

1.5.1      payment of the Charity's debts and liabilities incurred before they ceased to be a member;

1.5.2      payment of the costs, charges and expenses of winding up; and

1.5.3      adjustment of the rights of the contributories among themselves.

### **4      Objects**

1.6      The Charity's objects ("**Objects**") are specifically restricted to the following:

To advance the education of the public by providing higher and further education, and by carrying out ancillary activities.

### **5      Powers**

1.7      The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Charity has power:

1.7.1      to raise funds. In doing so, the Charity must comply with any relevant statutory regulations;

1.7.2      to establish subsidiary companies to carry on any trade or business in connection with or in furtherance of the Charity's Objects;

1.7.3      to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

1.7.4      to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity;

1.7.5      to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation;

- 1.7.6 to co-operate with other charities, voluntary bodies, colleges, universities and statutory authorities and to exchange information and advice with them;
- 1.7.7 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 1.7.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 1.7.9 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 1.7.10 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a director only to the extent it is permitted to do so by articles 1.7.14 and 1.14.2, and provided it complies with the conditions in those articles;
- 1.7.11 to:
  - (i) deposit or invest funds;
  - (ii) employ a professional fund-manager; and
  - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- 1.7.12 to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 1.7.13 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 1.7.14 to do all such other lawful things as are necessary for, or are incidental or conducive to, the achievement of the Objects.

## **6      Application of income and property**

- 1.8      The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 1.9      A director is entitled to be reimbursed from the property of the Charity or may be paid out of such property reasonable expenses properly incurred by him or her, when acting on behalf of the Charity.
- 1.10     Notwithstanding article 1.9, if so authorised by the Subscribers, a director may receive payment from the Charity in respect of the performance of their duties as a trustee of the Charity, whether on a periodic or annual basis, or otherwise.
- 1.11     A director may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 1.12     A director may receive an indemnity from the Charity in the circumstances specified in article 1.128.2.
- 1.13     A director may not receive any other benefit or payment unless it is authorised by article 1.14.2.
- 1.14     Subject to article 1.14.2 and save as set out in article 1.137, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a director receiving:
- 1.14.1      a benefit from the Charity in the capacity of a beneficiary of the Charity;
- 1.14.2      reasonable and proper remuneration for any goods or services supplied to the Charity.

## **7      Benefits and payments to Charity directors and connected persons**

### **General provisions**

- 1.15     No director or connected person may:
- 1.15.1      buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

1.15.2 sell goods, services, or any interest in land to the Charity;

1.15.3 receive any other financial benefit from the Charity;

unless the payment is permitted by articles 1.7.14, 1.16 to 1.22 or authorised by the court or the Principal Regulator.

In this article a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

### **Scope and powers permitting directors’ or connected persons’ benefits**

- 1.16 A director or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the directors do not benefit in this way.
- 1.17 A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 1.18 Subject to article 1.23 a director or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the director or connected person.
- 1.19 A director or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 1.20 A director or connected person may receive rent for premises let by the director or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 1.21 A director or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### **Subscribers**

- 1.22 Article 1.15 shall not apply to any arrangement made between the Charity and a Subscriber, or between the Charity and any subsidiary or any subsidiary undertaking

(as the same are defined in sections 1159 and 1162 of the Companies Act 2006) of a Subscriber.

### **Payment for supply of goods only - controls**

1.23 The Charity and its directors may only rely upon the authority provided by article 1.18 if each of the following conditions is satisfied:

- 1.23.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity;
- 1.23.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 1.23.3 the other directors are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so;
- 1.23.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
- 1.23.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting;
- 1.23.6 the reason for their decision is recorded by the directors in the minute book;
- 1.23.7 a majority of the directors then in office are not in receipt of remuneration or payments authorised by article 1.14.2.

1.24 In articles 1.15 to 1.23, and in article 1.28:

- 1.24.1 "**Charity**" includes any company in which the Charity:

- (i) holds more than 50% of the shares; or
- (ii) controls more than 50% of the voting rights attached to the shares;  
or
- (iii) has the right to appoint one or more directors to the board of the company.

1.24.2 “**connected person**” includes any person within the definition in article 1.140 (Interpretation).

## **8 Declaration of directors’ interests**

- 1.25 A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A director must absent himself or herself from any discussions of the Charity directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

## **9 Conflicts of interests and conflicts of loyalties**

- 1.26 If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- 1.26.1 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;
- 1.26.2 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
- 1.26.3 the unconflicted directors consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

1.27 In this article 1.25, a conflict of interests arising because of a duty of loyalty owed to another organisation or person 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.

1.28 Notwithstanding the operation of article 1.24.2 and this article 1.25:

1.28.1 a director shall be authorised for the purposes of section 175 CA 2006 to act or continue to act as a director, and to vote on any matter proposed at a directors' meeting, despite the fact that, at the time of his appointment or subsequently, he, or any of his connected persons, also holds any office with, is employed by, or is a trustee or governor of, a member of the Charity; and

1.28.2 any director shall be entitled to discuss any matter relating to the Charity or discussed at a general meeting or directors' meeting, with the Subscribers.

## **10 Members**

1.29 The Subscribers shall be the only members of the Charity and no additional entities or persons may be admitted as a member.

1.30 Membership is not transferable.

1.31 The directors must keep a register of names and addresses of the members.

## **11 Termination of membership**

1.32 Membership of a member shall terminate:

1.32.1 on the member, being an organisation, ceasing to exist;

1.32.2 on the passing of a resolution by all the members (including the member whose membership is proposed to terminate) either in writing or at a general meeting confirming that it is in the best interests of the Charity that the relevant member ceases to be a member; or

1.32.3 on the winding up of the Charity.

## **12 General meetings**

1.33 The Charity may hold general meetings in accordance with these articles.

- 1.34 The directors may call a general meeting at any time and may designate one such meeting held in each calendar year as an annual general meeting, if they so choose.

### **13 Notice of general meetings**

- 1.35 The minimum period of notice required to hold a general meeting of the Charity is fourteen clear days.
- 1.36 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 1.37 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 1.64.
- 1.38 The notice must be given to all the members and to the directors and auditors.
- 1.39 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

### **14 Proceedings at general meetings**

- 1.40 No business shall be transacted at any general meeting unless a quorum is present.
- 1.41 A quorum is:
- 1.41.1 where the Charity has two or more members, two members (or their Authorised Representatives); or
  - 1.41.2 where the Charity has only one member, one member (or their Authorised Representative),
- present in person or by proxy and entitled to vote upon the business to be conducted at the meeting
- 1.42 If:

1.42.1 a quorum is not present within half an hour from the time appointed for the meeting; or

1.42.2 during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the directors shall determine.

1.43 The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

1.44 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

1.45 General meetings shall be chaired by the person who has been appointed to chair meetings of the directors.

1.46 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors shall chair the meeting.

1.47 If there is only one director present and willing to act, he or she shall chair the meeting.

1.48 If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

1.49 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

1.50 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

1.51 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

- 1.52 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear day's notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 1.53 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 1.53.1 by the person chairing the meeting; or
  - 1.53.2 by at least one member present in person or by proxy and having the right to vote at the meeting.
- 1.54 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 1.55 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 1.56 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 1.57 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 1.58 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 1.59 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 1.60 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 1.61 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 1.62 The poll must be taken within thirty days after it has been demanded.
- 1.63 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 1.64 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

## **15 Content of proxy notice**

- 1.65 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
- 1.65.1 states the name and address of the member appointing the proxy;
  - 1.65.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - 1.65.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 1.65.4 is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 1.66 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 1.67 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 1.68 Unless a proxy notice indicates otherwise, it must be treated as:
- 1.68.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 1.68.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **16 Delivery of proxy notices**

- 1.69 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

- 1.70 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 1.71 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 1.72 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

## **17 Written resolutions**

- 1.73 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:
- 1.73.1 a copy of the proposed resolution has been sent to every eligible member;
  - 1.73.2 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
  - 1.73.3 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.
- 1.74 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 1.75 In the case of a member that is an organisation, its Authorised Representative may signify its agreement on its behalf.

## **18 Votes of members**

- 1.76 Every member shall have one vote.

- 1.77 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 1.78 Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity and to exercise all voting rights on its behalf ("**Authorised Representative**").
- 1.79 The organisation must give written notice to the Charity of the name of its Authorised Representative. The Authorised Representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The Authorised Representative may continue to represent the organisation until written notice to the contrary is received by the Charity.
- 1.80 Any notice given to the Charity will be conclusive evidence that the Authorised Representative is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the Authorised Representative has been properly appointed by the organisation.

## **19 Directors**

- 1.81 A director must be a natural person aged 16 years or older.
- 1.82 No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 1.92.2.
- 1.83 The minimum number of directors shall be eight but (unless otherwise determined by special resolution) shall not be subject to any maximum.
- 1.84 The first directors shall be those persons notified to Companies House as the first directors of the Charity.
- 1.85 A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

## **20 Powers of directors**

- 1.86 The directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.

1.87 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

1.88 Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

## **21 Term of office and retirement of directors**

1.89 The term of office for any director shall be four years. Subject to remaining eligible to be a director, any director may be re-appointed but only for one further period of four years.

1.90 If a director is required to retire at an general meeting by the operation of a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

## **22 Appointment of directors**

1.91 Directors shall be appointed as follows:

1.91.1 Aylesbury College may appoint up to 4 directors;

1.91.2 Buckinghamshire New University may appoint up to 4 directors; and

1.91.3 the directors may appoint up to four additional directors where it appears to them sensible to do so to complement the skills and experience of the other directors.

1.92 Any director appointed in accordance with article 1.91 may be removed:

1.92.1 by the entity that appointed them by written notice served on the board of directors; or

1.92.2 by the Subscribers acting together, by written notice served on the board of directors or by a resolution passed by the members acting unanimously at a general meeting.

## **23 Disqualification and removal of directors**

1.93 Notwithstanding any other article of these articles, a director shall cease to hold office if:

- 1.93.1 he or she ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- 1.93.2 he or she is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- 1.93.3 he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 1.93.4 he or she resigns as a director by notice to the Charity (but only if at least two directors will remain in office when the notice of resignation is to take effect); or
- 1.93.5 he or she is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated; or
- 1.93.6 the member that appointed them ceases to be a member of the Charity.

## **24     Remuneration of directors**

- 1.94 The directors must not be paid any remuneration unless it is authorised by article 1.14.2.

## **25     Proceedings of directors**

- 1.95 The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 1.96 Any director may call a meeting of the directors.
- 1.97 The secretary (if any) must call a meeting of the directors if requested to do so by a director.
- 1.98 Questions arising at a meeting shall be decided by a majority of votes.
- 1.99 In the case of an equality of votes, the Chairman (or, in his absence, the person who is chairing the meeting) shall have a second or casting vote.

- 1.100 A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.
- 1.101 No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.
- 1.102 The quorum shall be two or the number nearest to one-third of the total number of directors, whichever is the greater, or such larger number or other composition as may be decided from time to time by the directors.
- 1.103 A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.
- 1.104 If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 1.105 The Subscribers may (from time to time) nominate a director to act as chairman of directors' meetings and may at any time revoke such appointment ("**Chairman**").
- 1.106 If at any time a Chairman is not appointed or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.
- 1.107 The Chairman and/or any person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the directors.
- 1.108 A resolution in writing or in electronic form agreed by all of the directors entitled to receive notice of a meeting of the directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.
- 1.109 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

## **26     Delegation**

1.110 The directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the minute book.

1.111 The directors may impose conditions when delegating, including the conditions that:

1.111.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

1.111.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the directors.

1.112 The directors may revoke or alter a delegation.

1.113 All acts and proceedings of any committees must be fully and promptly reported to the directors.

## **27     Validity of directors' decisions**

1.114 Subject to article 1.115, all acts done by a meeting of directors, or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

1.114.1 who was disqualified from holding office;

1.114.2 who had previously retired or who had been obliged by the constitution to vacate office;

1.114.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

1.114.4 the vote of that director; and

1.114.5 that director being counted in the quorum;

the decision has been made by a majority of the directors at a quorate meeting.

1.115 Article 1.114, does not permit a director or connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 1.114, the resolution would have been void, or if the director has not complied with article 1.24.2.

## **28     Seal**

1.116 If the Charity has a seal it must 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 (if any) or by a second director.

## **29     Minutes**

1.117 The directors must keep minutes of all:

1.117.1     appointments of officers made by the directors;

1.117.2     proceedings at meetings of the Charity;

1.117.3     meetings of the directors and committees of directors including:

(i)        the names of the directors present at the meeting;

(ii)       the decisions made at the meetings; and

(iii)      where appropriate the reasons for the decisions.

## **30     Accounts**

1.118 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.

1.119 The directors must keep accounting records as required by the Companies Acts.

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

1.120 Subject to the articles, anything sent or supplied by or to the Charity under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.

- 1.121 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.
- 1.122 Any notice to be given to or by any person pursuant to the articles:
- 1.122.1 must be in writing; or
  - 1.122.2 must be given in electronic form.
- 1.123 The Charity may give any notice to a member either:
- 1.123.1 by sending it by post in a prepaid envelope addressed to the member at their registered office or such address has been provided to the Charity in writing for that purpose; or
  - 1.123.2 by giving it in electronic form to an address confirmed to the Charity for that purpose.
- 1.124 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.
- 1.125 A member present in person, or whose Authorised Representative is 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.
- 1.126 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 1.127 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 1.128 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 1.128.1 48 hours after the envelope containing it was posted; or

- 1.128.2 in the case of an electronic form of communication, 48 hours after it was sent.

## **32     Indemnity**

- 1.129 The Charity shall indemnify a relevant director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 1.130 In this article a “**relevant director**” means any director or former director of the Charity.
- 1.131 The Charity may indemnify an auditor against any liability incurred by him or her or it:
- 1.131.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
  - 1.131.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

## **33     Rules**

- 1.132 The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.
- 1.133 The bye laws may regulate the following matters but are not restricted to them:
- 1.133.1 the conduct of members of the Charity in relation to one another, and to the Charity’s employees and volunteers;
  - 1.133.2 the setting aside of the whole or any part or parts of the Charity’s premises at any particular time or times or for any particular purpose or purposes;
  - 1.133.3 the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;

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

1.134 The Charity in general meeting has the power to alter, add or to repeal the rules or bye laws.

1.135 The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.

1.136 The rules or bye laws shall be binding on all members of the Charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

### **34 Disputes**

1.137 If a dispute arises between members of the Charity about the validity or propriety of anything done by the members of the Charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

### **35 Dissolution**

1.138 The members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be transferred to the Subscribers to the extent that such Subscribers are, at the time of such resolution, members of the Charity and have objects similar to the Objects. If neither of the Subscribers is a member of the Charity at the time of the resolution, the net assets of the Charity shall be applied or transferred:

1.138.1 to the Charity's members, to the extent the same are charities with objects similar to the Objects; or

1.138.2 directly for the Objects; or

1.138.3 by transfer to any charity or charities for purposes similar to the Objects; or

1.138.4 to any charity or charities for use for particular purposes that fall within the Objects.

1.139 Subject to any such resolution of the members, the directors may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be transferred to the Subscribers to the extent that such Subscribers are, at the time of such resolution, members of the Charity and have objects similar to the Objects. If neither of the Subscribers is a member of the Charity at the time of the resolution, the net assets of the Charity shall be applied or transferred:

1.139.1 to the Charity's members, to the extent the same are charities with objects similar to the Objects; or

1.139.2 directly for the Objects; or

1.139.3 by transfer to any charity or charities for purposes similar to the Objects; or

1.139.4 to any charity or charities for use for particular purposes that fall within the Objects.

1.140 If no resolution in accordance with article 1.138 is passed by the members or the directors the net assets of the Charity shall be applied or transferred to the members to the extent the members are charitable bodies with objects similar to the Objects, or for such charitable purposes as may be directed by the Court.

## **36 Interpretation**

1.141 In article 1.14.2, article 1.27 and article 1.115, “**connected person**” means:

1.141.1 a child, parent, grandchild, grandparent, brother or sister of the director;

1.141.2 the spouse or civil partner of the director or of any person falling within paragraph 1.141.1 above;

1.141.3 a person carrying on business in partnership with the director or with any person falling within paragraph 1.141.1 or 1.141.2 above;

1.141.4 an institution which is controlled:

- (i) by the director or any connected person falling with paragraphs 1.141.1, 1.141.2 or 1.141.3 above; or
- (ii) by two or more persons falling within paragraph 1.141.4i above, when taken together

1.141.5 a body corporate in which:

- (i) the director or any connected person falling within paragraphs 1.141.1 to 1.141.3 above has a substantial interest; or
- (ii) two or more persons falling within sub-paragraph i above who, when taken together, have a substantial interest.

1.142 Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.