

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **11766448**

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

SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED

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 **14th January 2019**



* N117664480 *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01

Application to register a company



L7WMTHV6

Received for filing on the: **07/01/2019**

<i>Company Name in full:</i>	SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	WILTSHIRE COUNTY COUNCIL MONKTON PARK OFFICES MONKTON PARK CHIPPENHAM WILTSHIRE SN15 1ER
<i>Sic Codes:</i>	82990
<i>Principal activity description:</i>	Other business support service activities n.e.c.

I wish to adopt entirely bespoke model articles.

Company Director 2

Type: **Person**

Full Forename(s): **MR JOHN**

Surname: **MORTIMER**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/11/1953** *Nationality:* **BRITISH**

Occupation: **TRADE
FEDRERATION
REGIONAL DIR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: CLARK HOLT LIMITED

Service Address: HARDWICK HOUSE PROSPECT PLACE
SWINDON
WILTSHIRE
SN1 3LJ

Legal Form: PRIVATE LIMITED COMPANY

Governing Law: COMPANIES ACT 2006

Register Location: COMPANIES HOUSE

Country/State: ENGLAND AND WALES

Registration Number: 08774683

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Guarantee

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:

- payments 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: **CLARK HOLT LIMITED**

Address **HARDWICK HOUSE PROSPECT PLACE
SWINDON
WILTSHIRE
SN1 3LJ**

Amount Guaranteed **1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF

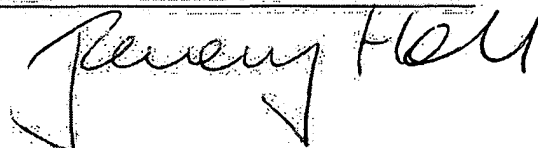
Swindon and Wiltshire Local Enterprise Partnership Limited

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.

Name of each subscriber

Authentication by each subscriber

Clark Holt Limited



FOR AND ON BEHALF OF CLARK HOLT
LIMITED.

Dated 4 January 2019.....

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED (the "Company")

(Adopted on incorporation of the company)

Interpretation and objects

1. Interpretation

1.1. In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Alternate director: means a person appointed as such by a director nominated by either Swindon Borough Council or Wiltshire Council;

Appointor: has the meaning given in Article 15(1);

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Ex officio: means by virtue of one's position or status;

Interested Director: has the meaning given in Article 11.1;

Member: means an organisation whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

qualifying person: has the meaning given in Section 318(3) of the Act;

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

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles. Subject to that, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4. Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.5. Any word following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.7. The following Model Articles shall not apply to the Company:
 - 1.7.1 1 (Defined terms);
 - 1.7.2 2 (Liability of Members);
 - 1.7.3 8 (Unanimous decisions);
 - 1.7.4 9(1) and (3) (Calling a directors' meeting);
 - 1.7.5 11(2) and (3) (Quorum for directors' meeting);
 - 1.7.6 13 (Casting vote);
 - 1.7.7 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.7.8 17, 18, 19 and 20 (directors);
 - 1.7.9 21 (Applications for membership);
 - 1.7.10 22 (Termination of membership);
 - 1.7.11 30 and 31 (Proxies);
 - 1.7.12 31(1)(d) (Content of proxy notices);
 - 1.7.13 35 (Company seals);

1.7.14 38 (Indemnity);

1.7.15 39 (Insurance).

1.8. Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.9. Model Article 7 (Directors to take decisions collectively) shall be amended by:

1.9.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and

1.9.2 the insertion in Model Article 7(2) of the words "(for so long as the person remains the sole director)" after the words "and the director may".

2. Object

The object for which the Company is established is to bring about the sustainable economic growth of Swindon and Wiltshire.

3. Powers

3.1. In order to achieve of the object set out in Article 2, the Company has the power to:

3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

3.1.8 enter into contracts to provide services to or on behalf of other bodies;

- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4. Income

- 4.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2. No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

5. Winding up

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body with objects similar to those of the Company. Such body shall be decided by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6. Guarantee

- 6.1. The guarantee of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company 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
 - 6.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member,
 - 6.1.2 payment of the costs, charges and expenses of the winding up, and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

Directors

7. Decisions

- 7.1. A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 7.2. Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing. Such agreement may be provided electronically.
- 7.3. A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.
- 7.4. The directors may adopt a Governance and Assurance Framework.

8. Calling a directors' meeting

- 8.1. Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 8.2. Notice of a directors' meeting shall be given to each director in writing.
- 8.3. A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

9. Quorum for directors' meetings

- 9.1. Subject to Article 9.2, the quorum for the transaction of business at a meeting of directors is any six Eligible Directors.
- 9.2. For the purposes of any meeting (or part of a meeting) held under Article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 9.3. If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 9.3.1 to appoint further directors; or
- 9.3.2 to call a general meeting so as to enable the Members to appoint further directors.

10. Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

11. Directors' conflicts of interest

- 11.1. The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 11.2. Any authorisation under this Article shall be effective only if:
- 11.2.1 the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
- 11.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 11.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

- 11.3. Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):
- 11.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 11.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 11.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 11.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 11.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, the person shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 11.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 11.4. Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 11.5. The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.6. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which the person derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.7. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided the person has declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 11.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 11.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which the person is interested;
 - 11.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which the person is interested;

11.7.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and the person or their firm shall be entitled to remuneration for professional services as if the person was not a director;

11.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

11.7.6 shall not, save as the person may otherwise agree, be accountable to the Company for any benefit which the person (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

12. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

13. Number of directors

13.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than fourteen and not more than twenty.

13.2 At least 70% of the directors of the Company shall be from the private sector.

13.3 Whilst they remain members of the Company, each of Swindon Borough Council and Wiltshire Council shall be entitled to appoint a director of the Company (or an alternate director in place of such nominated director).

13.4 No person shall be a director of the Company for more than six years.

14. Methods of appointing directors

14.1. Any person who is willing to act as a director and is permitted by law to do so, may be appointed to be a director:-

14.1.1 by ordinary resolution, or

14.1.2 by a decision of the directors.

14.2. The CEO of the Company shall be a director *ex officio*. For the avoidance of doubt, the CEO shall not be entitled to be admitted to membership.

14.3. All directors shall serve a term of office of 3 years, after which their appointment as a director shall automatically terminate unless re-elected for a further term of office of 3 years. For the avoidance of doubt, this shall not apply to the CEO.

15. Termination of director's appointment

15.1. A person ceases to be a director as soon as:-

15.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

15.1.2 that person is absent without permission from three consecutive meetings of the directors and the other directors resolve to remove that person from office;

- 15.1.3 a bankruptcy order is made against that person;
- 15.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debt;
- 15.1.5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 15.1.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

16. Directors' remuneration

- 16.1. Directors may undertake any services from the Company that the directors decide.
- 16.2. Directors are entitled to such remuneration as the directors determine:-
 - 16.2.1 for their services to the Company as directors, and
 - 16.2.2 for any other service which they undertake for the Company.
- 16.3. Subject to the Articles, a director's remuneration may:-
 - 16.3.1 take any form, and,
 - 16.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 16.4. Unless the directors decide otherwise, directors' remuneration accrues from day to day.

17. Directors' expenses

- 17.1. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:-
 - 17.1.1 meetings of directors or committees of directors, or,
 - 17.1.2 general meetings
 or otherwise in connection with the exercise of their powers and the discharge of their responsibility in relation to the Company.

18. Appointment and removal of alternate directors appointed on behalf of Swindon Borough Council or Wiltshire Council

- 18.1. Any director appointed on behalf of Swindon Borough Council or Wiltshire Council (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - 18.1.1 exercise that director's powers; and
 - 18.1.2 carry out that director's responsibilities,
 in relation to the taking of decisions by the directors, in the absence of the Appointor.
- 18.2. Any appointment or removal of an alternate director must be carried out by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

18.3. The notice must:

18.3.1 identify the proposed alternate; and

18.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the person is willing to act as the alternate of the director giving the notice.

19. Rights and responsibilities of alternate directors

19.1. An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointor.

19.2. Except as the Articles specify otherwise, alternate directors are:

19.2.1 deemed for all purposes to be directors;

19.2.2 liable for their own acts and omissions;

19.2.3 subject to the same restrictions as their Appointors; and

19.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their Appointor is a Member.

19.3. A person who is an alternate director but not a director:

19.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

19.3.2 may participate in a unanimous decision of the directors (but only if their Appointor is an Eligible Director in relation to that decision, but does not participate); and

19.3.3 shall not be counted as more than one director for the purposes of Article 19.3.

19.4. A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the directors (provided that an Appointor for whom the person exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

19.5. An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if the person was a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

20. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

21. Change of Company name

21.1. The name of the Company may be changed by:

- 21.1.1 a decision of the directors; or
- 21.1.2 a special resolution of the Members,
- 21.2. or otherwise in accordance with the Act.

Members: becoming and ceasing to be a member

22. Membership

- 22.1. The Company shall admit to Membership an organisation which:

- 22.1.1 applies to the Company using the application process approved by the directors; and

- 22.1.2 is approved by the directors.

A letter shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members.

- 22.2. Membership shall be restricted to organisations which

- 22.2.1 carry out economic activity in Swindon or Wiltshire, and/or,

- 22.2.2 have an interest in the economic development of Swindon or Wiltshire.

- 22.3. Swindon Borough Council and Wiltshire Council shall be entitled to be members of the Company.

- 22.4. At least 70% of the members of the Company shall be from the private sector.

- 22.5. Any membership of the Company (apart from Swindon Borough Council or Wiltshire Council) shall last for five years after which it may be renewed.

23. Termination of membership

A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

24. Expulsion of member

- 24.1. The directors may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:

- 24.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

- 24.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

- 24.1.3 has failed to observe the terms of these Articles.

Following such termination, the Member shall be removed from the Register of Members.

- 24.2. The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

Decision making by members

25. Votes of members

25.1. Subject to the Act, at any general meeting:

25.1.1 every Member who is present in person (or by proxy) shall on a show of hands (or electronically) have one vote; and

25.1.2 every Member present in person (or by proxy) shall on a poll have one vote.

26. Proxies

26.1. Proxies may only be appointed by a notice in writing (a "**proxy notice**") which –

26.1.1 states the name and address of the member appointing the proxy;

26.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

26.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

26.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

23.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

23.3 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.

23.4 Unless a proxy notice indicates otherwise, it must be treated as –

23.4.1 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,

23.4.2 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.

Administrative arrangements

27. Means of communication to be used

27.1. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

27.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

27.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

27.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

27.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

- 27.2. In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

28. Indemnity and insurance

- 28.1. Subject to the rest of this Article, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

28.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which the person is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

28.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 28.1.2 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 28.2. This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

- 28.3. The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 28.4. In this Article:

28.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

28.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

28.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not the person is also a director or other officer), to the extent the person acts in their capacity as auditor).