

Company number: 08166412

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION**

OF

**COAST TO CAPITAL**

**("the Company")**

Adopted by a Special Resolution passed on 31 October 2013.

(as amended by a Special Resolution passed on 20 November 2014)

(as further amended by a Special Resolution passed on 20 January 2017)

(as further amended by a Special Resolution passed on 19 August 2019)

(as further amended by a Special Resolution passed on 30 June 2020)

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## 1. PRELIMINARY

The regulations contained in the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

## 2. INTERPRETATION

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

“**Articles**” the Articles of Association of the Company adopted from time to time;

“**Area**” the areas of England in respect of which the Company was awarded Local Enterprise Partnership status as varied from time to time;

“**Assurance Framework**” the Company’s local enterprise partnership assurance framework as approved by the Board from time to time;

“**Board**” the Board of directors of the Company from time to time;

“**Chair**” the person who acts as Chair of the Board from time to time, as such person is appointed pursuant to Articles 10.1 and 10.2;

“**Chief Executive**” the person who acts as chief executive officer of the Company from time to time, as such person is appointed pursuant to Articles 10.4 and 10.5;

“**clear days**” 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;

“**Companies Act**” the Companies Act 2006 as amended from time to time;

“**company**” the word “company”, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the UK or elsewhere;

“**Co-opted Directors**” such persons as are appointed as directors in accordance with Article 10.13;

“**Croydon Council**” the London Borough of Croydon;

“**Croydon Director(s)**” – the directors appointed pursuant to Article 10.14.

“**director(s)**” the directors from time to time of the Company or (as the context shall require) any of them;

“**District Council Directors**” the persons appointed as directors to represent the District Councils in accordance with Articles 10.9 and 11;

“**District Councils**” the district and borough councils from time to time representing (i) the Gatwick Diamond part of the Area and (ii) the coastal strip (each group of representing councils acting collectively);

“**Education Sector Director**” a person appointed as a director to represent the FE Bodies or the HE Bodies, as the case may be, in accordance with Articles 10.10 and 11;

**“Electronic Address”** any address or number used for the purposes of sending or receiving documents or information by Electronic Means;

**“Electronic Means”** and **“Electronic Form”** have the meaning given in Section 1168 of the Companies Act;

**“executed”** includes any mode of execution;

**“FE Bodies”** the Further Education bodies located in the Area from time to time;

**“Hard Copy form”** has the meaning given in Section 1168 of the Companies Act;

**“HE Bodies”** the Higher Education bodies located in the Area from time to time;

**“Leader”** a person designated, appointed or elected as a leader or senior official of the relevant Public Sector Member from time to time;

**“Local Authorities”** the upper tier and unitary authorities operating within the Area from time to time, and on the date of adoption of these Articles comprising each of:

- (i) Brighton and Hove City Council;
- (ii) Surrey County Council; and
- (iii) West Sussex County Council;

**“Members”** such members as may be admitted to the Company from time to time in accordance with Article 3 (or any of them as the context may require);

**“Memorandum”** the memorandum of association of the Company;

**“Nominations Committee”** the nominations committee whose terms of reference shall be set by the Board from time to time;

**“Objects”** shall have the meaning given to it in Article 20.2;

**“office”** the registered office of the Company;

**“Powers”** shall have the meaning given to it in Article 20.3;

**“Private Sector Director”** a person from a private sector who is appointed as a director in accordance with Article 10.6;

**“Public Sector Director”** a Leader of the relevant Public Sector Member who has been appointed as a director from time to time by the Public Sector Members in accordance with Article 10.8;

**“Public Sector Members”** the Local Authorities (or such other authorities from time to time) which are the statutorily appointed authorities within the Area;

**Area“UK”** the United Kingdom of Great Britain and Northern Ireland; and

**“Vice Chair”** the person who has been appointed pursuant to Article 10.3 from time to time.

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

- 2.3 Where the word “address” appears in these Articles it is deemed to include a postal address and Electronic Address and “registered address” shall be construed accordingly.
- 2.4 The expression “working day” in relation to a period of notice means any day other than a Saturday or Sunday or a bank holiday in England.
- 2.5 The expressions “holding company” and “subsidiary” shall have the meanings given to them respectively by section 1159 of the Companies Act.
- 2.6 The word “person” shall be deemed to include any legal person whether masculine, feminine or neuter and any word denoting one gender shall be deemed to include all other genders.

### **3. MEMBERS**

3.1 Members of the Company shall be:

3.1.1 the following, from their admission to the Board until them ceasing to be a director for any reason:

- (i) the Chair;
- (ii) the Chief Executive;
- (iii) the Vice Chair;
- (iv) eight Private Sector Directors;
- (v) two Education Sector Directors;
- (vi) two District Council Directors;
- (vii) each of the Co-opted Directors (if any); and

3.1.2 the following:

- (i) three Public Sector Members; and
- (ii) Croydon Council.

3.2 Each Local Authority shall be admitted to membership as a Public Sector Member.

3.3 A Member of the Company shall cease to be a Member in the event of:

3.3.1 in the case of individual Members set out in Article 3.1.1, such Member ceasing to be a director of the Company for any reason;

3.3.2 in the case of corporate Members set out in Article 3.1.2, its winding up or (in the case of a Local Authority) its dissolution or merger into a unitised entity or statutory successor; and

3.3.3 such Member’s bankruptcy, the making of any arrangement or composition with his creditors, or liquidation.

3.4 Membership shall not be transferable, save that where a Public Sector Member shall cease to exist, its statutory successor shall automatically become a Member of the Company (save where such statutory successor provides written notice to the Company that it does not wish to become a Member of the Company) provided that the number of statutory successors succeeding such Member(s) is the same as the number of Member(s) ceasing to exist.

#### **4. GENERAL MEETINGS**

4.1 The Company shall in each calendar 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. All general meetings shall be held at such time and place as the directors shall decide.

4.2 The directors may call general meetings.

4.3 If at any time there are not within the UK sufficient directors capable of calling a general meeting, any two directors 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. General meetings may also be called in accordance with the Companies Act.

#### **5. NOTICE OF GENERAL MEETINGS**

5.1 Subject to the provisions of the Companies Act, all general meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed in accordance with section 307(4) of the Companies Act. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

5.2 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, to all directors and to the auditors of the Company.

5.3 Subject always to Article 6, the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5.4 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the Companies Act as to giving information to Members in regard to their right to appoint proxies.

5.5 Every notice convening a general meeting shall be given in accordance with the Companies Act that is, in Hard Copy form, Electronic Form or by means of a website.

5.6 The Company may send a notice of a meeting by making it available on the Company's website or by sending it in Electronic Form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act.

#### **6. PROCEEDINGS AT GENERAL MEETINGS**

6.1 Subject to Article 6.2, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be constituted by the attendance of at least seven Members, of which a majority are Private Sector Directors, being present in person or by proxy or, in the case of the Public Sector Members and Croydon Council, by duly authorised representative.

6.2 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed, at least three Members (of whom a majority are Private Sector Directors) present in person or by proxy or by duly authorised representative (where appropriate) entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

- 6.3 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), without prejudice to Article 6.1 such meeting shall be deemed to be quorate without the attendance of the Member giving such notice.
- 6.4 The Chair shall preside as chair at every general meeting of the Company, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice Chair shall preside as chair of that meeting, and in the event of neither the Chair nor the Vice Chair being present, the directors present shall elect one of their number to be chair of the meeting. If at any general meeting no director is willing to act as chair of the meeting or if no director is present within 15 minutes after the time appointed for holding the general meeting, the Members present shall choose one of their number to be chair of the meeting.
- 6.5 Any Public Sector Director and any Croydon Council Director shall, notwithstanding that they are not Members, be entitled to attend and speak (but not vote) at any general meeting.
- 6.6 The chair of the meeting may, with the consent of all Members attending the meeting at which a quorum is present (and shall if so directed by all Members attending 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.
- 6.7 Subject to Article 7 and the Companies Act, a resolution put to the vote at any general meeting shall be carried only on a majority vote in favour and shall be decided on a show of hands.
- 6.8 A declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, 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.
- 6.9 A written resolution, executed by or on behalf of the requisite number of Members required to pass such a resolution (as required by the Companies Act or these Articles), shall be valid and take effect as if it had been passed at a meeting duly convened and held. Any such resolution shall be circulated to the Members in writing or by Electronic Means and shall be accompanied by a statement informing the Members how to signify their agreement to such resolution. A written resolution may consist of several instruments in the like form each executed by or on behalf of one or more Members.
- 6.10 A written resolution, proposed in accordance with section 288(3) of the Companies Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. For the purposes of this Article 6 "circulation date" is the day on which copies of the written resolution are sent or submitted to Members, or, if copies are sent or submitted on different days, the first of those days.

## **7. VOTES OF MEMBERS**

- 7.1 On a written resolution every Member shall have one vote and on a show of hands at a meeting every Member (being an individual) present in person or by proxy (not being himself a Member entitled to vote) shall have one vote.
- 7.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form which the directors may approve from time to time.

## **8. NUMBER OF DIRECTORS**

The maximum number of directors shall be 20. In addition to the maximum number of directors of 20, the Board may appoint Co-opted Directors in accordance with Article 10.13.

## **9. POWERS OF DIRECTORS**

9.1 Subject to the provisions of the Companies Act, these Articles and any directions given by the Members' special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company and shall do so as far as possible in a manner which is consistent with the Seven Nolan Principles of Public Life. No alteration of these Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 9.1 shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

9.2 The Board may create committees consisting of not less than two directors (and in relation to the Nominations Committee – not less than four directors), of whom at least one shall be a Private Sector Director, in order to provide advice and to support the Board. The Board will be responsible for the title of, and creation of terms of reference for the regulation of, any such committee. The meetings and proceedings of such committees shall be governed by the provisions of these Articles and the Assurance Framework regulating the meetings and proceedings of the Board so far as applicable and so far as consistent with its terms of reference from time to time, but not otherwise. For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees shall not have delegated power from the Board to bind the Company or to represent themselves as having the capacity to do so.

## **10. APPOINTMENT OF DIRECTORS**

10.1 The Chair shall be appointed from the business community following a process of a public advertisement of the vacancy by the Board and following scrutiny and selection by the Nominations Committee. The Nominations Committee may from time to time appoint persons from the business community to assist it in the selection of the Chair, provided that such appointed persons do not comprise more than one third of the number of the Nominations Committee. The Nominations Committee may also seek specialist advice from the business community (in addition to any appointed persons). No person shall be appointed as Chair unless they:

10.1.1 live and/or work in the Area; or

10.1.2 have strong business connections to the Area.

10.2 The period of the appointment of the Chair shall be three years (unless otherwise terminated in accordance with the provisions of these Articles). On expiry of the three-year appointment, in exceptional circumstances only, the Chair shall be eligible for re-election for a further three-year period subject to the recommendation of (i) the Nominations Committee (for the Chair) and (ii) the Chair's Committee (for the Vice Chair) and the Board applying their criteria for reappointments from time to time. The Nominations Committee may from time to time appoint persons from the business community to assist it in the approval of the Chair's reappointment, provided that such appointed persons do not comprise more than one third of the number of the Nominations Committee. The Nominations Committee may also seek specialist advice from the business community (in addition to any appointed persons).



- 10.3 Vice Chair shall be appointed and re-appointed by the Board. Provisions of clause 10.2 shall *mutatis mutandis* apply to the appointment and re-appointment of a Vice Chair.
- 10.4 The Chief Executive is an executive director and employee of the Company. The Chief Executive shall be appointed following a process of open advertisement of the vacancy by the Board and following scrutiny and selection by the Nominations Committee. The Nominations Committee may from time to time co-opt persons from the business community to assist it in the selection of the Chief Executive, provided that such co-opted persons do not comprise more than one third of the number of the Nominations Committee. The Nominations Committee may also seek specialist advice from the business community (in addition to any appointed persons). No person shall be appointed as Chief Executive unless they:
- 10.4.1 live and/or work in the Area; or
- 10.4.2 have strong business connections to the Area.
- 10.5 The period of appointment of the Chief Executive is such period as is agreed between the Company and that person from time to time.
- 10.6 The Private Sector Directors shall be appointed following a process of a public advertisement of the vacancy by the Board and following scrutiny and selection by the Chair's Committee. No person shall be appointed as a Private Sector Director unless they:
- 10.6.1 live and/or work in the Area; or
- 10.6.2 have strong business connections to the Area.
- 10.7 The period of the appointment of a Private Sector Director shall be three years (unless otherwise terminated under the provisions of these Articles). On expiry of the three-year appointment, a Private Sector Director shall be eligible for re-election for up to two further three-year periods subject to approval by the Chair's Committee and the Board applying their criteria for reappointments from time to time.
- 10.8 Each Public Sector Member shall from time to time by notice in writing to the Chair appoint its Leader to act as a Public Sector Director. In the event that a Public Sector Director ceases to be the Leader, he shall be deemed to have resigned from his office as a director on the day of him ceasing to be the Leader and the relevant Public Sector Member shall appoint its new Leader in his stead.
- 10.9 The District Councils shall on a two yearly basis by notice in writing to the Chair nominate (acting collectively) up to two District Council Directors to be appointed by the Board, any such appointment to take effect from close of the annual general meeting of the Company in every other year. The nomination process to be followed by the District Councils for the appointment of the District Council Directors is set out in Article 11. Any District Council Director who ceases to be the Leader for whatever reason, shall be deemed to have resigned from being a District Council Director with effect from the day when he ceased to be the Leader. In the event that any District Council Director ceases to be a director, the District Councils shall nominate another person to be appointed as the District Council Director in his stead for the remainder of the term of the relevant District Council Director.
- 10.10 The FE Bodies and the HE Bodies shall on an annual basis by notice in writing each nominate for the appointment by the Board an Education Sector Director to take effect from close of the annual general meeting of the Company in each year. The nomination process to be followed by the FE Bodies and the HE Bodies for the appointment of an Education Sector Director is set out in Article 11. In the event that an Education Sector

Director ceases to be a director, the FE Bodies or the HE Bodies that appointed him shall nominate another person to be an Education Sector Director in his stead for the remainder of the term of the relevant Education Sector Director. The same person shall be able to serve as an Education Sector Director for a maximum period of three consecutive years.

- 10.11 Each Local Authority Director (excluding District Council Directors) and HE Director shall have the right to appoint an alternate director in accordance with this Article 10.11:
- 10.11.1 Any Local Authority Director (excluding District Council Directors) and HE Director (**appointor**) may appoint as an alternate any other person, such person having first been approved by resolution of the directors, to:
- (a) exercise the appointor's powers; and
  - (b) carry out the appointor's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor, provided that, in the case of a Public Sector Director, the person appointed as an alternate must also be a Leader of the appointing Public Sector Member.
- 10.11.2 Any appointment or removal of an alternate must be effected by:
- (a) notice in writing to the Company signed by the appointor, or in any other manner approved by the directors; and
  - (b) the alternate submitting to the Board a completed Declaration of Interest Form.
- 10.11.3 Except as the Articles specify otherwise, an alternate director has the same rights in relation to any decision of the directors as the alternate's appointor.
- 10.11.4 Except as the Articles specify otherwise, alternate directors:
- (a) are deemed for all purposes to be directors;
  - (b) are liable for their own acts and omissions;
  - (c) are subject to the same restrictions as their appointors; and
  - (d) are 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 his appointor is a member.
- 10.11.5 A person who is an alternate director:
- (a) 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); and
  - (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision and if the appointor does not participate).
- 10.11.6 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.
- 10.12 Save as set out in Article 10.11, no director is entitled to appoint an alternate.

- 10.13 The Board may co-opt up to three persons as Co-opted Directors in the same manner as Private Sector Directors (unless the Board decides otherwise), provided that:
- 10.13.1 there is a clear requirement for additional expertise that is required for successful delivery of the Board's responsibilities;
- 10.13.2 the proportion of Private Sector Directors and Co-opted Directors must always form a majority of the directors;
- 10.13.3 (excluding any Croydon Director) the person lives and/or works in the Area or has strong business connections to the Area;
- 10.13.4 the Chair's Committee makes such a recommendation; and
- 10.13.5 the period of the appointment of a Co-opted Director shall be one year (unless there are special circumstances or unless otherwise terminated under the provisions of these Articles).
- 10.14 The following individuals shall be directors until and unless the Board decides otherwise:
- 10.14.1 a leader of Croydon Council, and
- 10.14.2 a business representative for Croydon Council.
- 10.15 Directors appointed pursuant to Article 10.14 shall have the full rights of a director of the Company.
- 10.16 At least two thirds of the Board shall be representatives from the private sector (as defined in the Assurance Framework).

## **11. NOMINATION OF DISTRICT COUNCIL DIRECTORS AND THE EDUCATION SECTOR DIRECTORS**

- 11.1 Not more than 4 months nor less than 2 months prior to the Company's annual general meeting, the Board shall:
- 11.1.1 notify all the District Councils if:
- (a) any District Council Director is to retire at the next annual general meeting; and
- (b) another person is to be elected by them in his stead or the existing person may be reappointed for a second term of one year;
- 11.1.2 if appropriate, request the District Councils (acting collectively) to nominate person(s) to be appointed by the Board to be the next District Council Director(s), and such person(s) shall become the District Council Director(s) and the District Council Member(s) with effect from close of the relevant annual general meeting;
- 11.1.3 notify each of the FE Bodies and the HE Bodies that the Education Sector Director nominated by them and appointed pursuant to Article 10.10:
- (a) is to retire at the next annual general meeting; and
- (b) another person nominated by them in his stead or the existing person may be reappointed for a second term; and
- 11.1.4 request each of the FE Bodies and the HE Bodies to nominate a person to be their next appointed Education Sector Director, and that person shall become an Education Sector Director and an Education Sector Member with effect from close of the relevant annual general meeting.

11.2 Any variation to the process for the conduct of such an election as set out under Article 11.1 may be determined by the Board from time to time.

## **12. DISQUALIFICATION, REMOVAL AND SICKNESS OF DIRECTORS**

12.1 The office of a director shall be vacated if:

12.1.1 he ceases to be a director by virtue of any provision of the Companies Act, these Articles or he becomes prohibited by law from being a director; or

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

12.1.3 he is or may be, suffering from mental disorder and either:

(a) 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

(b) an order is made by a court having jurisdiction (whether in the UK 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

12.1.4 such director resigns his office by written notice to the Company; or

12.1.5 such director shall for more than six consecutive months have been absent without permission of the Board from meetings of directors (save where present by alternate director) held during that period and the directors resolve that his office be vacated; or

12.1.6 the directors determine by special resolution that such director shall be removed from office and a resolution of the Board resolves that the director (having first been given the opportunity to make representations to the Board):

(a) has failed to attend sufficient Board meetings or general meetings (where also a Member) or has failed to contribute to the activities of the Company;

(b) has not acted in the best interests of the Company;

(c) has failed to declare and/or resolve or otherwise deal with conflicts of interest;

(d) has failed to act in a collaborative manner with other members of the Board at meetings or in other situations and is obstructing the furtherance of the work of the Company; and/or

(e) is involved in activities which bring the Company in to disrepute;

12.1.7 in the case of the Chief Executive he ceases to be an employee of the Company;

12.1.8 a director (or his alternate) fails to attend three consecutive meetings of the Board and if the director or the Member that appointed him does not give a satisfactory reason for his non-attendance to the Chair, the Board may require his resignation as a director;

12.1.9 in the case of a Public Sector Director or Croydon Council Director, that director, having held the position of Leader at the time of election, ceases to hold such position or office within the relevant Local Authority or Croydon Council; or

12.1.10 in the case of a director appointed for a fixed term, the end of that fixed term.

**12.2** Should any Private Sector Director (other than the Chair or the Vice Chair) be absent from Board meetings for a prolonged period of time due to a serious illness then, upon presentation of suitable medical evidence (to the reasonable satisfaction of the Board) the Board may agree to put the term of such a director on hold for a maximum period of 18 months. Unless the Board decides otherwise, should a director's term be put on hold for the reasons set out in the preceding sentence of this paragraph, such director (if he or she so wishes) will be able to serve the remainder of his or her term upon his or her recovery. Such director shall not be counted for the purposes of quorum and quorum requirements shall be reduced accordingly.

### **13. PROCEEDINGS OF THE DIRECTORS**

13.1 The Board may meet together for the dispatch of business, adjourn and regulate their meetings as they think fit. Any director may call a meeting of the directors. Questions arising at any meeting shall be decided by a majority of votes and each director shall have one vote. In case of an equality of votes, the Chair shall have a second or casting vote.

13.2 Subject to Article 13.3, no business shall be transacted at any Board meeting unless a quorum is present. A quorum shall be at least seven directors of whom a majority shall be Private Sector Directors. Notwithstanding any vacancies in their number, the continuing directors or where, there is only one, the sole continuing director may continue to act, but, if the number of directors is less than the number fixed as the quorum, they may act only for the purposes of calling a general meeting.

13.3 If a quorum is not present within half an hour from the time appointed for a Board meeting, the Board meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned Board meeting a quorum is not present within half an hour from the time appointed, at least three directors (of whom two-thirds are Private Sector Directors) present in person or by alternate or (being a corporation) by duly authorised representative shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

13.4 Meetings of the Board and any committee or sub-committee thereof shall be summoned by not less than ten days' notice served on the directors and in the case of any committee or sub-committee meetings, on the members of such committee. Any such notice must include an agenda and papers of the matters to be discussed at any such meeting.

13.5 Any director may participate in a meeting of the directors or a committee of the directors 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 and the Companies Act, he 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 Chair of the meeting then is.

13.6 A resolution in writing (including Electronic Means), sent to all directors entitled to receive notice of a meeting of directors or of a committee constituted pursuant to Article 13.4 and signed or otherwise approved by Electronic Means by a simple majority of the Board or a simple majority of a committee constituted pursuant to Article 13.4 (as the case may be) shall be valid and effectual as if it had been passed at a meeting of the Board or such committee (as the case may be) duly convened and held and may consist of several documents (including Electronic Form) in the like form each signed or otherwise approved by Electronic Means by one or more directors.

- 13.7 Where the Board considers such attendance worthwhile or necessary to the matters to be transacted at the relevant meeting of the Board, it shall be entitled to invite relevant third parties to attend any meeting of the Board as observers provided that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company and shall be entitled to speak at meeting of the Board with the prior permission of the Chair.
- 13.8 The Chair shall chair all meetings of the Board and the Chair's Committee or, if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling or unable to act due to a conflict of interest (as defined in Article 14.6) in respect of the matters to be discussed, then the Vice Chair will preside as chair of the relevant meeting (or part of the meeting, as the case may be). Should the Vice Chair be unwilling or unable to act due to a conflict of interest (as defined in Article 14.6) then the non-conflicted directors present shall appoint any one of them to preside as chair of the relevant meeting (or part of the meeting, as the case may be).
- 13.9 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 13.9.1 to any such person or committee;
- 13.9.2 by such means (including by power of attorney);
- 13.9.3 to such an extent;
- 13.9.4 in relation to such matters or territories; and
- 13.9.5 on such terms and conditions as they think fit.
- 13.10 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 13.11 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **14. INTERESTS IN TRANSACTIONS AND CONFLICTS OF INTEREST**

- 14.1 Subject to the provisions of the Companies Act, and provided that he has disclosed (in accordance with the Assurance Framework) the nature and extent of any interest of his, a director notwithstanding his office:
- 14.1.1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 14.1.2 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;
- 14.1.3 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
- 14.1.4 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.
- 14.2 For the purposes of this Article 14:

- 14.2.1 a notice provided and published in accordance with the Assurance Framework that a director is to be regarded as having an interest of the nature and extent specified 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;
- 14.2.2 an interest in 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
- 14.2.3 an interest of a person who is for any purpose of the Companies 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.
- 14.3 Whenever a director has an interest in a matter to be discussed at a meeting of the directors (or a committee of the directors) the director concerned shall comply with any rules or policies of the Company or the terms of any authorisation given by the directors under Article 14.6 or unless the directors resolve otherwise shall not be:
  - 14.3.1 entitled to remain present at the meeting for that item;
  - 14.3.2 counted in a quorum for that part of the meeting;
  - 14.3.3 entitled to vote on the matter at a meeting or on a written resolution.
- 14.4 Any declaration of interest made at a Board meeting will be included in the minutes in accordance with the Assurance Framework.
- 14.5 When a director identifies that he has a potential conflict of interest (as defined in Article 14.6) he must declare it in accordance with the Assurance Framework.
- 14.6 The directors may, at any time authorise a director to be involved in a situation in which the director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company (a "conflict of interest") provided that:
  - 14.6.1 in the case of a proposed appointment of a person as a director, the directors will authorise the conflict of interest before or at the time the director is appointed to office;
  - 14.6.2 in the case of any appointed director, the directors will authorise the conflict of interest at the time the conflict is declared to them;
  - 14.6.3 the director subject to the conflict of interest or any other interested director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this Article 14.6 and if he or any other interested director does vote, those votes shall not be counted;
  - 14.6.4 the directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so the directors will act in such a way in good faith they consider will be most likely to promote the success of the Company;
  - 14.6.5 a director will not be in breach of his duty under sections 172, 174 and 175 of the Companies Act or the authorisation given by this Article 14.6 by reason only that he received confidential information from a third party relating to the conflict of interest which has been authorised by this Article 14.6 and either fails to disclose it to the directors or fails to use it in relation to the Company's affairs and neither will be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of Articles 14.2 and 14.3;

- 14.6.6 where approval to a transaction which falls within Chapter 4 of Part 10 of the Companies Act is given by Members in accordance with that Chapter further authorisation for that transaction by the directors under this Article 14.6 is not necessary; and
- 14.6.7 for the purposes of this Article 14.6, “conflict of interest” includes an actual, apparent and/or potential conflict of interest (as each such term is defined in the Assurance Framework).
- 14.7 Provisions of this Article 14 shall apply to any alternate directors appointed pursuant to Article 10.11.
- 15. MINUTES**
- 15.1 The directors shall cause minutes to be made in books kept for the purposes of:
- 15.1.1 recording the names and addresses of all the Members;
- 15.1.2 all appointments of offices made by the directors; and
- 15.1.3 all proceedings at meetings of the Company and of the directors and of committees constituted pursuant to Article 9.2 including the names of directors and Members present at each such meeting.
- 16. NOTICES**
- 16.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 16.2 The Company may give notice to a Member either personally or by sending it by first class post in a pre-paid envelope addressed to the Member at his registered office address (or any other address notified to the Company) or by leaving it at that address or by giving it in Electronic Form to an address for the time being notified to the Company by the Member. A Member who gives to the Company an address within the UK at which notices may be given to him, or an address to which notices may be sent in Electronic Form, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 16.3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, pre-paid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 48 hours after the envelope containing the same is posted. Where a notice is sent by first class special delivery 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 24 hours after the envelope containing the same is posted or. Where such 24 or 48 hour period does not fall between 9am and 5pm on a working day, at 9am on the next working day. Where a notice is sent in Electronic Form, the notice shall be deemed to have been given when acknowledged electronically by the recipient or at the expiration of 24 hours after the time of transmission (whichever shall be the earlier).
- 16.4 A Member present, either in person by proxy or by duly authorised representative, at any meeting of the Company shall be deemed to have received notice of that meeting and of the purposes for which it was called.
- 16.5 A general meeting may be convened by giving notice by e-mail or facsimile (to such address or facsimile number as shall be notified by the Members to the Company from time to time) or by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all Members entitled thereto at noon



on the day when the advertisement appears. 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 UK again becomes practicable.

- 16.6 Where the Companies Act permits the Company to send documents or notices to its Members in Electronic Form or by means of a website, such documents and notices will be validly sent provided the Company complies with the requirements of the Companies Act. Subject to any requirements of the Companies Act, documents and notices may be sent to the Company in Electronic Form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

## **17. SECRETARY**

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

## **18. WINDING UP**

- 18.1 The liability 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 it being wound up while he is a Member or within one year after he ceases to be a Member; for:

18.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

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

18.1.3 adjustment of the rights of the contributories among themselves.

- 18.2 If at the conclusion of the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall be divided on such basis as the then current Members shall by majority agree in writing.

## **19. INDEMNITY**

- 19.1 For the purposes of this Article 19 the term "Relevant Officer" is any officer of the Company.

19.2 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was at any time a director or other Relevant Officer of the Company shall be indemnified and kept indemnified out of the Company's assets against all liability incurred by him as such (as defined in Article 19.1):

19.2.1 in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Company or its affairs, in which judgment is given in his favour or in which he is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the directors or on terms otherwise approved by the directors without a finding or admission of negligence, default, breach of duty or breach of trust on this part; or

19.2.2 in connection with any application under the Companies Act in which relief is granted to him by the court;

provided that this Article shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the Companies Act.

- 19.3 Without prejudice to any indemnity to which he may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the Companies Act, the directors shall have power in the name and on behalf of the Company to:
  - 19.3.1 grant on such terms as it sees fit any person who is or was a director or other Relevant Officer of the Company an indemnity or indemnities from the assets of the Company in respect of any liability incurred by him as such and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the Board sees fit; and/or
  - 19.3.2 enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a director or other Relevant Officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings brought against him as such or in connection with any application for relief under the Companies Act or to enable any such person to avoid incurring any such expenditure.

## **20. ENTRENCHED PROVISIONS AND LIABILITY OF MEMBERS**

- 20.1 The Company's registered office is to be situated in England and Wales.
- 20.2 The Company's objects ("the Object(s)") are to assist, promote, encourage, develop, lead and deliver sustainable economic growth of the Area creating a diverse and competitive economy within first class infrastructure and high growth built on local private strengths, exports and job creation, in each case insofar as its resources allow.
- 20.3 In furtherance of the Objects but not further or otherwise the Company shall have the powers set out below ("the Powers"):
  - 20.3.1 to bring, or in any way promote and facilitate the bringing of, any land and buildings in the Area into effective use, to create or in any way facilitate the creation of an attractive environment and to ensure or assist in ensuring that employment, housing, social, cultural, educational and recreational facilities are available to encourage people to live and/or work therein and to enhance the economic vibrancy of the Area;
  - 20.3.2 to facilitate infrastructure schemes to improve transport links and bring forward areas of opportunity for development;
  - 20.3.3 to promote and deliver sustainable residential schemes which will bring a step change in the provision of housing in the Area, where such actions will increase the number of jobs in the Area;
  - 20.3.4 to promote and stimulate inward investment and job creation in the Area;
  - 20.3.5 to promote and support the development of third sector organisations and/or social enterprise in the Area;
  - 20.3.6 to assist, promote and encourage existing and new business, industry and commerce within the Area, including the provision of financial support, business counselling and re-location programmes;
  - 20.3.7 to market, advertise and promote the Area and the benefits of Area as a location for the expansion and creation of industry and commerce;

- 20.3.8 to promote social and environmental development and the interests of commerce and industry in Area in all circles of local and central government and administration in the UK and the European Union and elsewhere and in all quasi-governmental bodies and agencies in such places;
- 20.3.9 to co-ordinate the preparation of a regeneration, growth and development programme and to oversee its effective delivery;
- 20.3.10 to exercise a positive influence on, and provide appropriate advice, to contribute and to collaborate with statutory and local authorities in carrying out their duties as to local and Areaal planning highways and city regeneration for the Area;
- 20.3.11 to seek to maximise resources from all relevant external agencies to assist the regeneration of the Area;
- 20.3.12 to procure the provision of expert advice and consultancy services to enable or assist any individual, company, undertaking, co-operative or other group to establish a new enterprise (whether social or commercial) or to expand or re-establish an existing enterprise within the Area and to make such resources available on a commercial or subsidised basis as appears to the Company to be appropriate;
- 20.3.13 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programmes, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Objects;
- 20.3.14 to provide education, instruction and carry out research in reference to the Objects;
- 20.3.15 to promote arrange, organise and conduct advisory services, conferences, lectures, seminars, meetings, discussions and exhibitions;
- 20.3.16 to require payment for services or for goods provided as is considered appropriate in the furtherance of the Objects;
- 20.3.17 to advertise in such manner as may be thought expedient with a view to promoting the Objects;
- 20.3.18 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the UK or elsewhere, any trade marks and to disclaim, alter, modify use and turn to account and to grant licences or privileges in respect of the same;
- 20.3.19 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for cooperation, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company;
- 20.3.20 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 20.3.21 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company

- associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 20.3.22 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any monies whatever by any person, firm or company;
- 20.3.23 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 20.3.24 to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes and other negotiable or transferable instruments;
- 20.3.25 to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to deal by way of sale, lease or exchange or otherwise with land and buildings of any type and other property, whether real or personal, moveable or immovable and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested;
- 20.3.26 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the Board conducive to the attainment of the Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such Board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 20.3.27 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the Board to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 20.3.28 to acquire by any lawful means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person body or company;
- 20.3.29 subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary) and loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition for the Objects;
- 20.3.30 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full time or part time basis or on secondment and

- whether as director (subject to the terms of the Articles), consultant or employee, to supervise, organise, carry on the work of and/or to advise the Company;
- 20.3.31 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having objects altogether or in part similar to those of the Objects and not formed for profit which the Company may lawfully acquire or take over but so that any steps so taken shall not enlarge the Objects or involve any activity or disbursement of funds which do not further the attainment of the Objects;
- 20.3.32 to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Objects or any of them;
- 20.3.33 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Objects or any of them;
- 20.3.34 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit;
- 20.3.35 to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
- 20.3.36 to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise;
- 20.3.37 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
- 20.3.38 to provide, and establish and maintain trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory provided that the Company shall not provide, establish or maintain a non-contributory pension scheme) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or the dependants or relatives of any such persons and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;
- 20.3.39 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, former officers, employees or former employees or the business, activities, officers, former officers, employees or former employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, former officers, employees or former employees of any predecessor in business of the Company or any such company as aforesaid;

- 20.3.40 to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others;
- 20.3.41 to do all such other things as may be deemed incidental or conducive to the attainment of the Objects or any of them.
- 20.4 None of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object(s) or Power(s) or by inference from the name of the Company.
- 20.5 None of the Objects specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-Article, and the Company shall have full power to exercise each and every one of the Objects as though each such sub-Article contained the objects of a separate company.
- 20.6 The liability of the Members is limited as set out in Article 18.1.
- 20.7 Subject to the provisions of this Article the income and property of the Company shall be applied solely towards the promotion of the Objects of the Company. No portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Company, provided that nothing in these Articles shall prevent any payment in good faith by the Company:
- 20.7.1 of reasonable and proper remuneration to any servant of the Company for any services rendered to the Company (other than the Chief Executive);
- 20.7.2 of interest or capital in respect of money lent by any Member of the Company;
- 20.7.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any Member of the Company or director of the Company;
- 20.7.4 to the Chief Executive of a salary which reflects market rate for the role (such salary to be reviewed periodically);
- 20.7.5 to the Chair of a salary as approved in accordance with the Board Director Remuneration Policy (as amended from time to time); and
- 20.7.6 to any director for reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company.