

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

**CHESHIRE & WARRINGTON ENTERPRISE COMMISSION (TO BE
RENAMED CHESHIRE & WARRINGTON LOCAL ENTERPRISE
PARTNERSHIP)**
Company No. 04453576

ARTICLES OF ASSOCIATION

Adopted by Special Resolution of the Company dated

2013



AARON & PARTNERS LLP

SOLICITORS

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ARTICLES OF ASSOCIATION

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY AND OBJECTS

1. DEFINED TERMS

1.1 In these Articles, unless the context requires otherwise:

Articles:	means the Company's Articles of Association for the time being in force;
bankruptcy:	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Board:	means the board of directors of the Company appointed in accordance with Article 4;
Business Day:	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
CA 2006:	means the Companies Act 2006;
Chairman:	means the individual appointed in accordance with Article 23;
chairman of the meeting:	has the meaning given to that term in Article 32;
Chief Executive:	means the individual (if any) appointed in accordance with Article 24;
Class "A" Member:	means each Local Authority which for the time being is a member of the Company;

Class B Director	has the meaning given to that term in Article 4.1(b);
Class “B” Member:	means a member of the Company (other than a Class A Member) for the time being;
clear days:	means (in relation to a period of notice) that period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it takes effect;
Companies Acts:	means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;
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;
Deputy Chairman:	means the individual appointed in accordance with Article 23;
director:	means a director of the Company;
document:	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form:	has the meaning given in section 1168 of the CA 2006;
Eligible Director:	means a director who would be entitled to vote on the matter at a meeting of the Board (but excluding in relation to the authorisation of a Conflict pursuant to Article 16, any director whose vote is not to be counted in respect of that particular matter);
Leader:	means, in relation to a Class A Member, the individual appointed as such for the time being in accordance with the procedures of such Class A Member;
Local Authority:	means Cheshire East Council, Warrington Borough Council and Cheshire West and Chester Council and such other local authority as may from time to time be admitted to membership by the Board;
Local Authority Area:	means the aggregate of the administrative areas of each Class A Member;

member:	has the meaning given in section 112 of the CA 2006;
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;
ordinary resolution:	has the meaning given in section 282 of the CA 2006;
participate:	in relation to a directors' meeting, has the meaning given in Article 13;
proxy notice:	has the meaning given to that term in Article 38;
relevant loss:	has the meaning given to that term in Article 45;
relevant officer:	has the meaning given to that term in Article 45;
Secretary:	means the person (if any) appointed in accordance with Article 25;
special resolution:	has the meaning given in section 283 of the CA 2006;
subsidiary:	has the meaning given in section 1159 of the CA 2006; 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 which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as at the date of adoption of these Articles shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference to “persons” in these Articles includes individuals, societies (whether incorporated or not), firms (or all the partners therein), companies (whether limited or unlimited and whether or not incorporated under the CA 2006) and local authorities.
- 1.8 The Model Articles shall not apply to the Company.

2. LIABILITY OF MEMBERS

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:

- (a) payment of the Company’s debts and liabilities contracted before he ceases to be a member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

3. OBJECTS OF THE COMPANY

The objects for which the Company is established are the promotion and furtherance of:

- (a) the economic, cultural and social well-being of;
- (b) investment and growth in; and
- (c) economic development and regeneration and employment in,

the Local Authority Area and for that purpose the Company shall have the powers set out in Article 48 to be exercised in furtherance of and incidental to these objects.

PART 2 DIRECTORS

4. THE BOARD

4.1 The Board shall be composed as follows:

- (a) the Leader of each Class A Member shall be an ex-officio member of the Board; and

- (b) subject to Article 4.2 and Article 4.3, there shall be not less than 4 and not more than 20 individuals who shall be co-opted members of the Board (each being a “**Class B Director**”).
- 4.2 Any appointments of Class B Directors shall be made by resolution of the Board or of the Company in a general meeting.
- 4.3 No person shall be appointed as a Class B Director unless such person becomes a member of the Company simultaneously with such appointment.
- 4.4 A person ceases to be a director on such date as the Board shall resolve if:
- (a) that person ceases to be a director by virtue of any provision of the CA 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person’s creditors generally in satisfaction of that person’s debts;
 - (d) 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;
 - (e) notification is received by the Company from the director that such person is resigning from office;
 - (f) the person, being a Class B Director, is removed by Board resolution approved by not less than seventy-five per cent of the Board members; or
 - (g) that person has failed to attend three consecutive Board meetings;
- PROVIDED ALWAYS that as regards Article 4.4(f) and 4.4(g), not less than seven clear days’ notice in writing shall be given to the director concerned of the intention to propose the resolution for the termination of his directorship and the director shall be entitled to be present and to be heard at the meeting of the Board at which such resolution is proposed.
- 4.5 A Class B Director who ceases to be a member shall cease to be a director simultaneously with ceasing to be a member.
- 4.6 If a Class A Member ceases to be a member, the Leader of such Class A Member shall cease to be a director simultaneously with such Class A Member ceasing to be a member.

5. VALIDITY OF APPOINTMENTS

All acts done by the Board or a committee of the Board or by any person acting as a member of the Board or any committee of the Board shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board or, as the case may be, any committee of the Board or of any person acting as aforesaid or that they or any of them were

disqualified, be as valid as if every such person had been duly appointed or had duly continued in office or was qualified to be a member of the Board or such committee.

DIRECTORS' POWERS AND RESPONSIBILITIES

6. DIRECTORS' GENERAL AUTHORITY

Subject to these Articles and the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7. MEMBERS' RESERVE POWER

7.1 The members may, by special resolution, direct the Board to take, or refrain from taking, specified action.

7.2 No such special resolution invalidates anything which the Board has done before the passing of the resolution.

8. DIRECTORS MAY DELEGATE

8.1 Subject to these Articles, the Board may delegate any of their functions or powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as the Board thinks fit.

8.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's functions or powers by any person to whom they are delegated.

8.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

9. COMMITTEES

9.1 Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

9.2 The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

10.1 Unless expressly stated otherwise in these Articles, any decision of the Board must be either a majority decision at a meeting or a decision taken in accordance with Article 11.

11. UNANIMOUS DECISIONS

11.1 A decision of the Board is taken in accordance with this Article 11 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

11.2 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.

11.3 A decision may not be taken in accordance with this Article 11 if the Eligible Directors would not have formed a quorum at such a meeting.

12. BOARD MEETINGS

12.1 Subject to Article 12.3, each Board meeting shall be held on the date and at the time and venue set at the preceding meeting.

12.2 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings at its discretion.

12.3 The Chairman or (at the request of the Chairman) the Secretary may summon a meeting of the Board by giving not less than 7 Business Days' notice (or such lesser notice as all the directors may agree).

12.4 Notice of any Board meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

12.5 Notice of a Board meeting must be given to each director and must be in writing.

12.6 Notice of a Board meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12.7 An agenda and supporting papers for each Board meeting shall be sent to each director in writing at least five days in advance of the meeting save that, if approved by the Chairman, supporting papers may be circulated less than five days prior to the relevant meeting.

13. PARTICIPATION IN BOARD MEETINGS

- 13.1 Subject to these Articles, directors participate in a Board meeting, or part of a Board meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether directors are participating in a Board meeting, it is irrelevant where any director is or how they communicate with each other.
- 13.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14. QUORUM FOR BOARD MEETINGS

- 14.1 The quorum for Board meetings shall be at least fifty per cent of the Board members of which:
- (a) each director forming part of a quorum must be an Eligible Director; and
 - (b) four of the directors forming part of the quorum must be Class B Directors.
- If the above conditions are not satisfied at a Board meeting, such meeting shall not be quorate.
- 14.2 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) call a further Board meeting.

15. CASTING VOTE

- 15.1 If the numbers of votes for and against a proposal at a Board meeting are equal, the Chairman or such other director chairing the meeting has a casting vote.
- 15.2 Article 15.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Articles, the Chairman or such other director chairing the meeting is not an Eligible Director for the purposes of that meeting (or part of that meeting).

16. CONFLICTS OF INTEREST

- 16.1 The Board may, in accordance with the requirements set out in this Article 16, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the CA 2006 to avoid conflicts of interest.
- 16.2 Any authorisation under this article 16 shall be effective only if:
- (a) 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 or in such other manner as the directors may determine;

- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) 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.

16.3 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) 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;
- (c) 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;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he 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
- (f) permit the Interested Director to absent himself 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.

16.4 Where the Board authorises a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Board in relation to the Conflict.

16.5 The Board 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.

16.6 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 he derives from or in connection with a relationship involving a Conflict which has been authorised by the Board 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 nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.

17 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

17.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the CA 2006, and provided he has declared the nature and extent of his interest in accordance with the requirements of the CA 2006, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) 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;
- (b) 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 he is interested;
- (c) 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 he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) 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
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the CA 2006)) 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 his duty under section 176 of the CA 2006.

17.2 Subject to Article 17.3, if a question arises at a Board meeting or a meeting of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of that meeting whose ruling in relation to any director other than the chairman is to be final and conclusive.

17.3 If any question as to the right to participate in the Board meeting or a meeting of a committee of directors (or part of the meeting in each case) should arise in respect of the chairman of that meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

18. RECORDS OF DECISIONS TO BE KEPT

18.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

18.2 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.

19. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

20. ALTERNATE DIRECTORS

No director shall have the right to appoint an alternate.

21. DIRECTORS' REMUNERATION

21.1 Directors may undertake any services for the Company that the Board decides.

21.2 Directors are entitled to such remuneration as the Board determines:

- (a) for their services to the Company as directors, and
- (b) for any other service which they undertake for the Company.

21.3 Subject to these Articles, a director's remuneration may:

- (a) take any form, and
- (b) 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.

21.4 Unless the Board decides otherwise, directors' remuneration accrues from day to day.

21.5 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

22. OFFICERS' EXPENSES

22.1 The Company may pay any reasonable expenses which the directors and the Secretary (if any) properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

23. CHAIRMAN AND DEPUTY CHAIRMAN

23.1 The Board shall elect a Chairman from amongst the Class B Directors and may determine (subject to these Articles) the period for which that person is to hold office and the terms of his appointment (as to remuneration (if any) and otherwise) as the Board thinks fit and may revoke such appointment or vary the terms thereof. Such appointment shall be determined automatically if that person ceases to be a director of the Company.

23.2 The Board shall elect a Deputy Chairman from amongst the Class B Directors and may determine (subject to these Articles) the period for which that person is to hold office and the terms of his appointment (as to remuneration (if any) and otherwise) as the Board thinks fit and may revoke such appointment or vary the terms thereof. Such appointment shall be determined automatically if that person ceases to be a director of the Company.

23.3 If the Chairman is not present at a Board meeting within fifteen minutes after the time appointed for holding the meeting, the Deputy Chairman shall chair the meeting.

23.4 If neither the Chairman nor the Deputy Chairman is present at a Board meeting within fifteen minutes after the time appointed for holding the meeting, the Board may choose one of the Class B Directors present to chair the meeting.

24. CHIEF EXECUTIVE

24.1 Subject to the provisions of the CA 2006, the Board may appoint any person as Chief Executive and may enter into an agreement or arrangement with such person for his employment by the Company or to the provision by him of any services.

24.2 Any such appointment, agreement or arrangement may be made upon such terms as the Board determines.

25. SECRETARY

The Board may appoint any person who is willing to act as the secretary of the Company for such term, at such remuneration, and upon such conditions as it may

think fit and from time to time remove such person and, if the Board so decides, appoint a replacement.

PART 3 MEMBERSHIP

26. MEMBERS

- 26.1 Subject to the provisions of these Articles, the members of the Company shall be the Class "A" Members and the Class "B" Members.
- 26.2 The Company shall keep a register of members pursuant to section 113 of CA 2006 and shall enter in such register the members' respective names and addresses and their class of membership.
- 26.3 No person shall become a member of the Company unless:
- (a) that person has completed an application for membership in such form as the Board may from time to time prescribe containing an agreement by the applicant to be bound by the provisions of these Articles and such other requirements as the Board may from time to time determine, and
 - (b) the Board have approved the application,
- and the Board shall have full and absolute power and authority to refuse any application for membership without being bound to give any reason for such refusal.
- 26.4 No person shall become a Class B Member unless that person is appointed as a Class B Director in accordance with Article 4.2 simultaneously with becoming a Class B Member.

27. TERMINATION OF MEMBERSHIP

- 27.1 Any member of the Company shall cease to be a member:
- (a) if the member shall resign by giving 7 days' notice to the Board in writing;
 - (b) if the member shall commit any breach of any agreement with the Company upon the terms of which such member was or is admitted to membership and the Board shall resolve that the member be excluded from membership;
 - (c) if the member shall become insolvent for the purposes of the Insolvency Act 1986 or, being an individual, shall compound with his or her creditors generally or become of unsound mind and such membership shall cease on the date of the necessary declaration by the Board; or
 - (d) if the member, being an individual, dies;
- PROVIDED ALWAYS that as regards Article 27.1(b), not less than seven clear days' notice in writing shall be given to the member concerned of the intention to propose the resolution for exclusion from membership and the member shall be entitled to be present and to be heard at the meeting of the Board at which such resolution is proposed.

- 27.2 If a Class B Member ceases to be a director, he shall cease to be a member simultaneously with ceasing to be a director.
- 27.3 Membership is not transferable.

ORGANISATION OF GENERAL MEETINGS

28. GENERAL MEETINGS

- 28.1 The Board may, whenever it thinks fit, convene a general meeting, and general meetings shall also be convened on requisition by the members as provided by sections 303 to 305 of the CA 2006.

29. NOTICE OF GENERAL MEETINGS

- 29.1 A general meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice in writing, and a general meeting for the passing of an ordinary resolution shall be called by at least 14 clear days' notice in writing. The notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be transacted and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in a general meeting to such persons as are, under these Articles, entitled to receive such notices from the Company.
- 29.2 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 29.1 be deemed to have been duly called if it is so agreed by all members having a right to attend and vote at the meeting.
- 29.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to received notice shall not invalidate the proceedings at that meeting.

30. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 30.1 Each member shall have the right to attend a meeting of the Company or, in the case of a Class A Member, appoint a representative to attend such meeting provided that such representative shall be its respective Leader.
- 30.2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 30.3 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 30.4 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

31. QUORUM FOR GENERAL MEETINGS

- 31.1 No business other than the appointment of a chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 31.2 At least fifty per cent of members of the Company present in person or by a proxy and entitled to vote upon the business to be transaction shall be a quorum.

32. CHAIRING GENERAL MEETINGS

- 32.1 If the Board has appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 32.2 If the Board has appointed a Chairman and a Deputy Chairman but the Chairman is unwilling to chair the general meeting or is not present within ten minutes of the time at which a meeting was due to start the Deputy Chairman shall chair the general meeting if present and willing to do so.
- 32.3 If the Board has not appointed a Chairman or a Deputy Chairman, or if the Chairman and the Deputy Chairman is unwilling to chair the general meeting or is not present within ten minutes of the time at which a general meeting was due to start:
- (a) the directors present, or
 - (b) (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 32.4 The person chairing a general meeting in accordance with this Article 32 is referred to as “the chairman of the meeting”.

33. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 33.1 Directors may attend and speak at general meetings, whether or not they are members.
- 33.2 The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

34. ADJOURNMENT

- 34.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a general meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 34.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment, or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 34.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 34.4 When adjourning a general meeting, the chairman of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 34.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 34.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 34.7 If a meeting is adjourned pursuant to this Article 34 by reason of a quorum not being present and a quorum is not present at the adjourned meeting within half an hour from the time appointed for the meeting, the members present shall be a quorum.

VOTING AT GENERAL MEETINGS

35. VOTING: GENERAL

- 35.1 Each member shall have the right to cast the number of votes at general meetings referred to in this Article 35 or, in the case of a Class A Member, appoint a representative to vote at general meetings provided that such representative shall be its respective Leader.
- 35.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with Article 37.
- 35.3 Subject to the CA 2006, on a show of hands and on a poll every member who is present in person or by proxy shall have one vote.
- 35.4 In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall have a second or casting vote.

36. ERRORS AND DISPUTES

- 36.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

36.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

37. POLL VOTES

37.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

37.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the Board; or
- (c) two or more persons having the right to vote on the resolution.

37.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

37.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

38. CONTENT OF PROXY NOTICES

38.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
- (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate and received by the Company:
 - (i) subject to Articles 38.1(d)(ii) and (iii) in the case of a general meeting or adjourned meeting, not less than 48 hours before the time at which the right to vote is to be exercised;
 - (ii) in the case of a poll taken more than 48 hours after it is demanded, after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (iii) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, at the time at which the poll was demanded or 24 hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered in such manner shall be invalid.

- 38.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 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.
- 38.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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
 - (b) 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.
- 38.5 The Company is under no obligation to check whether proxies or, where a member is not an individual, such member's appointed representative are voting in accordance with their instructions and a vote is not invalidated should such instructions not be followed.

39. DELIVERY OF PROXY NOTICES

- 39.1 Any notice of a general meeting must specify the address at which the Company or its agents will receive a proxy notice relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 39.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person to the address referred to in Article 39.1.
- 39.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 39.4 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 39.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf such evidence having been approved by the Board.

40. AMENDMENTS TO RESOLUTIONS

- 40.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and

- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 40.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 40.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman of the meeting's error does not invalidate the vote on that resolution.

PART 4

ADMINISTRATIVE ARRANGEMENTS

41. MEANS OF COMMUNICATION TO BE USED

- 41.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the CA 2006 provides for documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by or to the Company.
- 41.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - (a) 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) 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.

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

41.4 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

42. COMPANY SEALS

42.1 Any common seal may only be used by the authority of the Board.

42.2 The Board may decide by what means and in what form any common seal is to be used.

42.3 Unless otherwise decided by the Board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

42.4 For the purposes of this Article, an authorised person is:

- (a) any director of the Company;
- (b) the Secretary (if any); or
- (c) any person authorised by the Board for the purpose of signing documents to which the common seal is applied.

43. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Board or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

44. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Board may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

45. DIRECTORS' INDEMNITY AND INSURANCE

45.1 Subject to article 45.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his 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

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 45(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

45.2 This Article 45 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

45.3 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.

45.4 In this Article 45:

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

(b) 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

(c) a "**relevant officer**" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the CA 2006), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

PART 5 GENERAL

46. NOT FOR DISTRIBUTION

46.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in Article 3.

- 46.2 No dividends or bonus may be paid or capital otherwise returned to the members provided that nothing in these Articles shall prevent any payment in good faith of:
- (a) reasonable and proper remuneration of any member, officer or servant of the Company for services rendered to the Company;
 - (b) reasonable out-of-pocket expenses properly incurred by a officer of the Company; or
 - (c) any premium in respect of indemnity insurance to cover the liability of a relevant officer in accordance with Article 45.3.

47. WINDING UP

On a winding-up or dissolution of the Company any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such members but shall be transferred to another body:

- (a) with objects similar to those of the Company; and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the members at or before the time of winding-up or dissolution.

48. POWERS

- 48.1 to promote the association or partnership of governmental agencies and local authorities, voluntary organisations, trade unions, employers, the professions and the inhabitants of the Local Authority Area in a common effort to advance and create and provide facilities for employment;
- 48.2 to assist, promote and encourage existing and new industry and commerce to develop in the Local Authority Area and to encourage and promote the creation of employment opportunities within the Local Authority Area for the benefit of such area and its inhabitants;
- 48.3 to investigate the needs of industry and commerce and to advertise and promote the benefits of the Local Authority Area as a location for the expansion and creation of industry and commerce;
- 48.4 to promote the interests of commerce and industry in the Local Authority Area in all circles of local and central government and administration in the United Kingdom, the European Economic Community and elsewhere in all quasi-governmental bodies and agencies in such places;
- 48.5 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, partnership or corporate body carrying on, engaged in, or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to further the objects of the Company or any of

- them and to take or otherwise acquire and hold shares or stock in or securities of, and to make grants to or otherwise assist any person, partnership or corporate body and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares, stock or securities;
- 48.6 to provide or procure expert advice and consultancy services to enable or assist any individual, corporate body, firm, undertaking, partnership, cooperative or other group to establish a new business or enterprise or to expand an existing business or enterprise within the Local Authority Area and to make such available on a commercial, gratuitous or subsidised basis as maybe considered appropriate;
- 48.7 to direct prospective businesses and enterprises to existing resources within the Local Authority Area for the provision of buildings, land, materials, plant and finance and for that purpose:
- (a) to interest executives and advisers of national and international corporations in the business opportunities available in the Local Authority Area, project the professional, commercial and industrial facilities, and the social, recreational and cultural amenities of the Local Authority Area, and generally promote the Local Authority Area in a manner conducive to attracting long term capital investment, so as to enhance the economic and employment prospects of the Local Authority Area; and
 - (b) to provide and disseminate both nationally and internationally information relating to business opportunities in the Local Authority Area by the distribution on a non-profit making basis of literature, videos and other promotional material and by the holding of seminars and generally to publicise the benefits of starting or expanding a business in the Local Authority Area and to publish guidance on matters of general application on the establishment and operation of business enterprises in the Local Authority Area with a view to informing and educating the public generally on the establishment and operation of businesses in the Local Authority Area;
- 48.8 to promote, encourage, sponsor, make grants or loans to, organise or assist any individual, corporate body, firm, undertaking, partnership, co-operative or other group to examine the feasibility of or to undertake on an experimental basis any enterprise or project which, if successful, seems likely to provide employment opportunities for the inhabitants of the Local Authority Area;
- 48.9 to promote, maintain and advance the visitor economy and the leisure industries in the Local Authority Area;
- 48.10 to develop, provide, organise or manage facilities for tourist, trade or other visitors to the Local Authority Area, and to make known and advertise the facilities and advantages of the Local Authority Area;
- 48.11 to promote or encourage industrial and commercial activity or enterprise in the Local Authority Area having as an objective the provision of goods or services or the

creation of employment opportunity and in particular to encourage the formation and development of small businesses engaged in or connected with the visitor economy or the leisure industries;

- 48.12 to sponsor, arrange, organise, manage and support conferences, exhibitions and fairs and cultural, sporting and leisure events and activities of all kinds;
- 48.13 to operate as a Local Enterprise Partnership recognised as such by HM Government;
- 48.14 to work with educational establishments to ensure that they are aware of the skills required by businesses in the Local Authority Area;
- 48.15 to work to encourage the development of entrepreneurial skills in the Local Authority Area;
- 48.16 to review and comment on integrated action plans for housing and transport and to work with statutory agencies and others to revise and implement them;
- 48.17 to co-operate with other Local Enterprise Partnerships, local authorities and organisations which share common interests, including those outside the Local Authority Area;
- 48.18 to maintain offices for answering inquiries and disseminating information and to print, publish, sell, circulate and distribute gratuitously or otherwise handbooks, leaflets, guide books and publications of all sorts calculated to be useful to visitors to the Local Authority Area or to promote directly or indirectly any of the Company's objects;
- 48.19 to advertise the Company's objects and activities in any manner that may seem expedient;
- 48.20 to manufacture or purchase and to deal in and sell or otherwise dispose of (whether gratuitously or otherwise) souvenirs, articles and goods of all descriptions;
- 48.21 to employ, sponsor, contract with or otherwise engage such persons and upon such terms as may seem expedient and to carry on business as an employment agency;
- 48.22 to sponsor research on the economic, social and business needs of the Local Authority Area and the best methods of meeting those needs;
- 48.23 to sponsor on a non-profit making basis trade stands and trade missions for the purpose of publicising the Local Authority Area on a national and worldwide basis;
- 48.24 to solicit, raise, obtain, collect, accept or receive monies funds and property by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and in particular (but without prejudice to the generality of the foregoing) power to solicit, raise, obtain, collect or receive such money and funds by promoting or organising the voluntary deduction of sums of money from the wages or salaries of individuals and the covenanting of the sums so deducted to the Company;
- 48.25 to promote, support, encourage or organise co-operation in the achievement of the Company's objects and to that end to bring together both individuals and representatives or organisations (whether corporate or unincorporate) engaged in such objects;

- 48.26 to procure to be written and to print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets or other documents and otherwise to procure and provide information in such manner and for such purposes as the Company may think desirable for the attainment of its objects;
- 48.27 to promote, encourage or undertake experimental work or research;
- 48.28 to promote, support, encourage or assist in the establishment of or acquire or undertake all or any part of the assets, liabilities and engagements of any charitable body or bodies;
- 48.29 to become affiliated to and to participate in the activities of any charitable body or bodies;
- 48.30 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed convenient for any purpose of the Company;
- 48.31 to construct, maintain, alter, endow, furnish or fit out with any necessary furniture, fitting and equipment and otherwise manage such houses, buildings and other premises as may from time to time be necessary and convenient for the purposes of the Company;
- 48.32 to borrow and raise money for any of the above objects or for the purpose of exercising any of the above powers in such manner as the Company shall think fit;
- 48.33 to sell and dispose of, lease and accept surrenders of leases and manage any estate in land (whether freehold or leasehold) and any type of personal property held on behalf of the Company and not required to be used or occupied for the purposes of the Company;
- 48.34 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 48.35 to lend money, to give grants, to guarantee or otherwise render financial assistance by any means whatsoever (including the acquisition of shares and/or debentures), to any business or prospective business or charitable body with or without taking security or remuneration for any monies so lent or assistance rendered;
- 48.36 to accept or receive monies or property from any charitable body or bodies (upon such terms as are thought fit with regard to the expenses of the Company) for investment by the Company on behalf of such body or bodies and for that purpose to mix such money or property with that of the Company;
- 48.37 to accept or receive money or property (whether subject to any special trust or not) for any one or more of the objects of the Company and in connection with the investment of the same to mix such money or property with that of the Company;
- 48.38 to act as agent in the distribution to any charitable body or bodies of money and property;
- 48.39 to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company;

- 48.40 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the bodies with which the Company is authorised to amalgamate;
- 48.41 to apply for promote and obtain any statute order regulation or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Company and to oppose any bills proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 48.42 to pay or provide superannuation or other welfare benefits for any servant of the Company, their families and other dependants and for that purpose to establish or participate in any fund scheme or arrangement providing such benefits;
- 48.43 to give such indemnities as may be required for the carrying out of the objects of the Company;
- 48.44 to purchase and maintain for any member of the governing body, auditor, secretary or other officer of the Company insurance against any such liability as is referred to in section 232 of the CA 2006, subject to the provisions of the CA 2006;
- 48.45 to do all such things as are conducive or incidental to the attainment of the Company's objects or any of them;

Provided that

- (i) in case the Company shall take or hold property subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (ii) the Company shall not support with its funds any object nor endeavour to impose on nor procure to be observed by its members any regulation restrictions or conditions which if any object of the Company would make it a trade union;
- (iii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- (iv) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Business, Innovation & Skills (or in each case any successor body), the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.