

Leeds College of Music ("the Company")
Company No 7596410

Written Special Resolution of the Member of the Company

Circulation Date 1st September 2015

The following resolution is proposed by the Directors of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as a special resolution

That the regulations contained within the printed document which is attached to the Appendix to this Special Resolution be adopted as the Articles of Association of the Company with effect from 1st September 2015 in substitution for and to the exclusion of all existing Articles of Association

The notes at the end of this document indicate how the member can signify its agreement to the above resolution Please read those notes

The undersigned, being the sole member of the Company entitled to vote on the above resolution on the first date on which this written resolution is sent or submitted to the member of the Company, **hereby agrees** to the above resolution

Signed



Authorised representative on behalf of
Leeds City College Further Education Corporation
(Member)

Date of signature

11 September 2015



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15/09/2015

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COMPANIES HOUSE

Notes

- 1 This written special resolution is first sent or submitted to the member of the Company on the circulation date
- 2 To signify agreement to this written special resolution, an authorised representative of the member should sign and date this written special resolution and return it to the Company within 28 days of the circulation date using one of the following methods
 - 2 1 by hand delivering the signed copy to Melanie Halstead, Leeds City College, College House, Park Lane, Leeds, LS3 1AA,
 - 2 2 by post returning the signed copy to Melanie Halstead, Leeds City College, College House, Park Lane, Leeds, LS3 1AA, or
 - 2 3 by sending an e-mail to melanie.halstead@leedscitycollege.ac.uk confirming the member's agreement to the resolution Please ensure that the e-mail subject box or the text of the e-mail refers to the name of the member and the authorised representative and "Written Special Resolution dated 1st September 2015"

The member's agreement to this written special resolution, once signified, cannot be revoked

- 3 This written special resolution will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date If an authorised representative of the member signs this written special resolution on behalf of the member and returns it to the Company after the expiry of that period the member will not be regarded as signifying its agreement to this written special resolution
- 4 This written special resolution will be passed once an authorised representative on behalf of the member signifies its agreement (as it, being the sole member represents 100% of the total voting rights in the Company)

**Leeds College of Music (“the Company”)
Company No: 7596410**

Appendix to Written Special Resolution of the Member of the Company

**Articles of Association
Effective from 1st September 2015**

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
LEEDS COLLEGE OF MUSIC

1 **PRELIMINARY**

The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) and 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 shall be the regulations of the Company.

2. **DEFINITIONS AND INTERPRETATION**

2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"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
"Company"	the company intended to be regulated by these Articles
"Commission"	the Charity Commission for England and Wales
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)

"Director"	is defined in these Articles
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means
"electronic form" and "electronic means"	have the meaning given in section 1168 of the Companies Act 2006
"executed"	includes any mode of execution
"hard copy form"	has the meaning given in section 1168 of the Companies Act 2006
"LCC"	Leeds City College Further Education Corporation
"ordinary resolution"	has the meaning given in section 282 of the Companies Act 2006
"office"	the registered office of the Company
"member"	a member of the Company for the purposes of the Statutes
"seal"	the common seal of the Company (if any)
"secretary"	the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"special resolution"	has the meaning given in section 283 of the Companies Act 2006
"the Statutes"	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
"Subsidiary"	any other company controlled by the Company
"United Kingdom"	Great Britain and Northern Ireland
"in writing"	hard copy form or to the extent agreed by the

recipient (or deemed to be agreed by virtue of a provision of the Statutes) in electronic form or via website communication

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

2.3 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision

2.4 Where the word "**address**" appears in these Articles it is deemed to include postal address and electronic address and "**registered address**" shall be construed accordingly

3. **OBJECTS**

3.1 The Company's objects ("**the Objects**") are, for the public benefit, the advancement of education, learning and research including through the conduct, support, establishment and development of a higher and further education college and to provide courses of instruction leading to qualifications or awards, all with a particular focus on music and performance

4 **POWERS**

The Company has the powers to do anything which is calculated to further its Objects or is conducive or incidental to doing so ("**the Powers**") In particular the Company has the power

4.1 to act as a higher and further education college;

4.2 to admit students to facilities for instruction, study, training and research both full-time and part-time having regard to the educational and training needs of the public on such terms as the Company shall see fit,

4.3 to the extent that the Company has the legal right to do so, on the grounds of examination or study or research or other evidence of achievement or as a recognition of service to the Company or as a mark of distinction and respect to grant to persons approved by the Company such Degrees, Honorary Degrees, Double and Joint Degrees, Diplomas, Licences, Certificates, Credits, Academic Distinctions or Awards as the Company may think fit and to withhold or withdraw

- the same if the Company shall consider that there are good grounds for such withholding or withdrawal;
- 4.4 to assess the performance of persons by examinations and by other means,
 - 4.5 to provide, upon such terms as the Company shall think fit, such libraries, reading rooms, museums, laboratories and workshops, galleries, club rooms, premises for sports, playing fields, refectories and residential accommodation and such furniture, fixtures, apparatus, equipment, books, publications and other things as are suitable or convenient for any purposes of the Company,
 - 4.6 on the grounds of examination or study or research or other evidence of achievement or as a recognition of service to the Company or as a mark of distinction and respect to grant to persons approved by the Company such licences, certificates, credits, academic distinctions or awards as the Company may think fit and to withhold or withdraw the same if the Company shall consider that there are good grounds for such withholding or withdrawal,
 - 4.7 to participate as the Company may think fit in arrangements made with any other further education college or any university or institute of higher or further education or with any other body having the appropriate powers whereby students of the Company may become qualified to receive any academic qualification of such body;
 - 4.8 to establish such relationships with other educational institutions or any other body as may be thought desirable or expedient, including the recognition of courses or parts of courses of, or taught at other universities and educational institutions or other bodies;
 - 4.9 to provide or cause to be provided accommodation and related facilities for staff and students,
 - 4.10 to provide services and/or staff to such persons and on such terms as it may think fit,
 - 4.11 to provide for the discipline of staff, students and other persons using any of the facilities of the Company and to regulate such use in such manner as the Company may think fit;
 - 4.12 to make and publish any regulations and procedures for the government and conduct of the Company and its students, and to alter, amend, vary, add to or rescind any such regulations and procedures as from time to time may be deemed expedient,

- 4 13 to provide advisory services and centres for information for the use of the students or staff of the Company or, upon such terms as the Company shall think fit, for the use of the public or any classes or members of the public,
- 4.14 to license, deal in, develop and in any way turn to account any processes, inventions, discoveries, patents, copyrights, designs, trademarks or written or other material in which the Company or any student or member of the staff may have been involved and to apply for patents and copyrights and other protections in respect thereof;
- 4.15 to prepare, edit, print, publish, issue, acquire, circulate and distribute books, papers, periodicals and other literary material, pictures, prints, photography, films, recordings, electronic documents and mechanical and other models and equipment and to establish, form, promote, conduct and maintain collections, displays and exhibitions of literature, statistics, information and other material of an educational nature,
- 4.16 to co-operate and liaise with other charities including further and higher education colleges, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them,
- 4.17 to carry out research into the development and application of new techniques in education and to publish the results of such research,
- 4 18 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the board of Directors may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned Objects,
- 4.19 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company subject to such conditions or consents as may from time to time be required or imposed by law;
- 4.20 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company or legal entity;
- 4 21 to deposit or invest funds, employ a personal fund-manager and arrange for the investments or other property of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do under the Trustee Act 2000;

- 4.22 to borrow and raise money in such manner and on such security as the Directors may think fit;
- 4.23 to charge the whole of the property belonging to the Company as security for repayment of the money borrowed. If the Company is also a charity, the Company must comply as appropriate with the Charities Act 1993 (as amended by the Charities Act 2006), if it wishes to mortgage land,
- 4 24 to prescribe, alter, vary or waive, fees, subscriptions and charges of all descriptions to be levied or made by the Company;
- 4 25 to undertake and carry out the office or offices and duties of manager, agent or nominee of or for any person, company, corporation, association, scheme, trust fund, government, state, municipal or other body politic or corporate for any purpose which may seem directly or indirectly to further all or any of the Objects,
- 4.26 to found or maintain fellowships, exhibitions, scholarships, bursaries, studentships and prizes and similar encouragements to academic work;
- 4.27 to promote, arrange, organise and conduct seminars, conferences, lectures, classes and courses of study, instruction and training for persons whether or not being students of the Company and to provide opportunities and facilities for persons to undertake study and research,
- 4.28 to grant, continue and pay such salaries and pensions in respect of services as may from time to time be thought proper and to establish, maintain or contribute to contributory or non-contributory pension, life assurance or superannuation funds or arrangements for the benefit of, or provide donations, gratuities, pensions and allowances to persons employed or formerly employed by the Company or any subsidiary undertaking of the Company or their dependants and to make payment towards insurance of such persons, and to do any of these things either alone or in conjunction with or through any other company, trust or fund,
- 4 29 either with or without security, to give financial assistance by way of loans, donations or otherwise to any individual, firm or charity for the purpose of furthering the objects of the Company,
- 4 30 with the approval of the Board of Directors, to undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including but not limited to hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, the Euro, any other currencies or basket of currencies or commodities of any kind and in the case of such swaps, options, swap option contracts,

forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including hedging agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise provided that, if the Company is also a charity, it is in accordance with applicable charity law from time to time in force;

- 4.31 to invest the moneys of the Company not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the board of Directors may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law,
- 4.32 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the board of Directors may think necessary for the promotion of the Company's Objects,
- 4 33 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects,
- 4 34 to rent, build, work, endow, furnish, equip, execute, carry out, improve, alter, administer, maintain, manage, insure or control building premises and other property for industrial, commercial or other use and to contribute to and assist in any aforesaid activities with a view to the promotion or carrying out of the Objects of the Company;
- 4.35 to control, manage, finance, subsidise, co-ordinate or otherwise assist any association or organisation (whether incorporated or unincorporated) 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 of directors to be desirable with respect to any business or operations of or generally with respect to any such company association or organisation;
- 4.36 in furtherance of the Objects, 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 co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain,

- or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- 4 37 to subscribe for, take, hold, or otherwise acquire, hold, deal with any disposal of shares of any other company (including any subsidiary company);
- 4 38 to coordinate the policy and administration of any subsidiary companies of which the Company is a member;
- 4.39 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4 40 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) to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid),
- 4 41 subject to **Article 5** to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company. The Company may employ or remunerate a member of its board of Directors ("**Director**") only to the extent it is permitted to do so by **Article 5** and provided it complies with the conditions in that Article,
- 4 42 to establish and operate conference halls and centres, schools, lecture halls, theatres and rooms, laboratories, workshops, training centres and other places of learning, training or tuition at premises occupied by the Company or at sites elsewhere at which persons may undertake education, instruction and training as a means of gaining knowledge of or experience or fluency in any skill, trade, business, profession, calling, occupation or pursuit by written, visual or oral means through personal attendance at lectures, seminars, education and training courses organised and held by the Company or through and by outside sources or through correspondence, pre-recorded cassette, digital media, televisual and audio means or any other method which may be adopted and all or any other subjects whatsoever that may be included in a commercial, technical, scientific, classical or academic education or may be conducive to knowledge of or skill in any profession, trade, pursuit, business or calling;

4.43 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants,

4.44 to purchase and maintain, for the benefit of any Director or officer of the Company, indemnity insurance to cover their liability:

4.44.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company; and/or

4.44.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;

save that any such insurance in the case of **Article 4.45** shall not extend to any liability of a Director:

4.44.3 resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;

4.44.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;

4.44.5 to pay a fine;

4.44.6 to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

4.45 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006 and to the Charities Act 2006 (if the Company is a charity), to fund the expenditure of every Director, alternate Director or other officer of the Company incurred or to be incurred:

4.45.1 in defending any criminal or civil proceedings, or

4.45.2 in connection with any application under section 1157 of the Companies Act 2006,

4.46 to subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body;

- 4.47 to co-operate with any organisation, institution, society or body (whether private or public sector, industrial, commercial, profit making or charitable);
- 4.48 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the board of Directors to further any of the Objects of the Company,
- 4.49 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other company or other legal entity formed for any of the Objects;
- 4.50 to do all or any of the things authorised in these Articles either alone or in conjunction with any other charitable or other organisation, institution, society or body with which this Company is authorised to amalgamate;
- 4.51 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the Company,
- 4.52 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the board of Directors seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the board of Directors may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 4 53 to do all such other lawful things and provide such services as are necessary for the attainment of the above Objects or any of them;

and so that.

- 4 53 1 where the Company shall take or hold any property which may be 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;
- 4.53 2 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 Objects or Powers or inference from the name of the Company,
- 4 53.3 none of the Objects therein 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.

5. **BENEFITS TO MEMBERS AND DIRECTORS**

5 1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company, with the exception of a member which is a charity with similar objects to those of the Company, **PROVIDED THAT** nothing herein shall prevent any payment by the Company in the best interests of the Company if the Directors follow the procedure and observe the conditions set out in **Article 5.2** and if one of the following conditions applies.

5 1.1 No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company unless (if the Company is a charity) the Directors first obtain the prior written approval of the Charity Commission,

5.1.2 the payment is of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

5.1.3 the payment is of interest on money lent by any member of the Company or of its board of Directors at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the board of Directors;

5 1 4 the payment is of reasonable and proper rent for premises demised or let by any member of the Company or of its Directors,

5.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any company or other legal entity of which a Director may also be a member holding not more than 1% (one percent) of either the capital of that company or of its ownership interest;

5 1 6 the payment is to any Director of reasonable out-of-pocket expenses;

5.1.7 the payment is to any Director in their capacity of a beneficiary of the Company;

5 1 8 the payment is to a Director under a contract for the supply of goods or services to the Company, other than for acting as a Director;

- 5.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of the Directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors
- 5.2 The Company and its Directors may only rely upon the authority provided by **Article 5.1** if each of the following conditions is satisfied
- 5.2.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances,
- 5.2.2 the Director is absent from the part of any meeting at which there is discussion of.
- 5.2.2.1 his employment or remuneration, or any matter concerning the contract; or
- 5.2.2.2 his performance in the employment, or his or her performance of the contract; or
- 5.2.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under **Article 5.1**; or
- 5.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by **Article 5.1**;
- 5.2.3 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;
- 5.2.4 the other Directors are satisfied that it is in the interests of the Company to employ or to conduct with that Director rather than with someone who is not a Director. In researching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest),

5 2 5 the reason for their decision is recorded by the Directors in the minute book,

5 2 6 a majority of the Directors then in office have received no such payments,

5 3 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is

5.3.1 a partner;

5 3 2 an employee;

5.3.3 a consultant;

5 3 4 a director;

5.3.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital; or

5 3 6 an owner unless the ownership interest is less than 1% of the total.

6 **LIMITATION OF LIABILITY AND WINDING UP**

6 1 The liability of the member(s) is limited

6.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while it is a member, or within one year after it ceases to be a member, for payment of the Company's debts and liabilities contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

6 3 The Company may be wound up or dissolved on a unanimous resolution of the member(s).

6.4 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company (unless that member is a charity with similar objects to the Company) but shall be given or transferred to some other charitable institution or institutions (whether or not that institution is a member of the company) having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of **Article 5**, such institution or institutions to be determined by the members of the Company at or before the time of dissolution,

and if and so far as effect cannot be given to such provision, then to some other charitable object

7 MEMBERS

7.1 LCC shall be the sole member of the Company unless it approves the addition of additional member(s).

7.2 Every person becoming a member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member

7.3 Subject to all moneys presently payable by it the Company pursuant to any rules or bye-laws made by the Directors pursuant to these Articles or otherwise having been paid, a member may at any time resign from the Company by giving at least twelve months' notice in writing to the Company expiring on 31st July in any year provided that after such resignation the number of members remaining is not less than one.

7.4 Membership is not transferable and will terminate in the event of

7.4.1 such member dying or, if an organisation, ceasing to exist or operate;

7.4.2 such member's bankruptcy or the making of any arrangement or composition with its creditors, or being a corporation, liquidation; or

7.4.3 any sum due from the member to the Company is not paid in full within two months of it falling due

8 GENERAL MEETINGS

8.1 The Company may (but shall not be obliged to do so), if determined by the Directors, hold an annual general meeting in accordance with the Statutes in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Any such annual general meeting shall be held at such time and place as the Directors shall appoint. All meetings other than annual general meetings shall be called general meetings.

8.2 The Directors or any Member may call general meetings at any time.

8.3 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any member 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

9. NOTICE OF GENERAL MEETINGS

- 9.1 A general meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.
- 9.2 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all members, to all Directors and to the auditors.
- 9.3 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006.
- 9.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall invalidate the proceedings at that meeting.
- 9.5 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.
- 9.6 The Company may send a notice of meeting by making it available on a 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 2006.
- 9.7 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 9.8 The notice must be given to all directors and to the auditors of the Company.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 No business shall be transacted at any general meeting unless a quorum of members is present. Three of the persons entitled to vote upon the business to be transacted, each being a member or a duly authorised proxy or representative of a member shall be a quorum save that, if and for so long as the Company has only one person as a member, one member present in person shall be a quorum for so long as it is a member. A quorum must constitute at least one representative of LCC. If within half an hour from the time appointed for the general meeting a quorum is not present 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 therefor the member or members present in person or by proxy or representative and 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.

- 10.2 General meetings shall be chaired by the person who has been appointed to chair the meeting of the Directors
- 10.3 If at any meeting no Director is willing to act as chair or if no Director is present within fifteen 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.
- 10.4 A Director shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.
- 10.5 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for seven days or more, five days notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 10.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on, the declaration of the result of the show of hands, a poll is duly demanded. A demand by a person as a proxy for a Member shall be the same as a demand by the member. A poll may be demanded by any Member.
- 10.7 A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.8 A written resolution passed by in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document).

11. **VOTES OF MEMBERS**

- 11.1 On a show of hands every member (being an individual) present in person or by proxy or (being a corporation) represented by a duly authorised representative shall have one vote. A member shall be entitled to appoint a proxy to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the Company
- 11.2 On a poll, votes may be given personally (including by an authorised representative) or by proxy
- 11.3 No member shall be entitled to vote at any general meeting unless all moneys presently payable by it to the Company pursuant to any rules or bye-laws made by the Directors under **Article 25** or otherwise have been paid.
- 11.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive
- 11.5 Any member of the Company that is a legal entity may nominate any person to act as its representative at any meeting of the Company. That legal entity must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the legal entity at any meeting unless the notice has been received by the Company. The nominee may continue to represent the legal entity until written notice to the contrary is received by the Company.
- 11.6 Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the legal entity or that the nominee's authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the legal entity.

12. **WRITTEN RESOLUTIONS**

- 12.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.
- 12.2 For the purposes of this **Article 12** "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, to the first of those days

13 **COMPOSITION OF BOARD OF DIRECTORS**

- 13.1 There shall be eight Directors, as follows:

- 13.1.1 The Principal and Chief Executive Officer from time to time of LCC;
 - 13.1.2 The Principal and Managing Director from time to time of the Company, or the person holding that office, whatever it may be called;
 - 13.1.3 Three governors or other nominees of LCC, to be chosen in line with LCC's search & governance processes as amended from time to time;
 - 13.1.4 One person, appointed in line with LCC's existing search & governance processes, but to reflect the Company's mission and with the approval of the Principal and Managing Director of the Company, and
 - 13.1.5 Two co-opted Directors selected by the Board of Directors. A 'co-opted Director' means a person who is appointed to be a Director by being co-opted by Directors who have not themselves been so appointed
- 13.2 Every Director shall sign a declaration of willingness to act as a Director of the Company before being able to vote at meetings of Directors.
- 13.3 A Director may not appoint an alternate Director or anyone to act on his or her behalf at the meetings of the Directors
- 13.4 The chair of the Directors shall be drawn by the Directors from one of the members appointed in accordance with **Article 13.1.3**. The chair shall have a second and casting vote in the event of a deadlock on any matter
- 13.5 Each Director appointed in accordance with **Article 13.1.3** or **Article 13.1.4** shall normally hold office for a term of four years, which shall normally be renewable once

14 **POWERS OF DIRECTORS**

- 14.1 Subject to the provisions of the Statutes, these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company. 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 14.1** 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.
- 14.2 A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).
- 14.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed,

drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

15. DELEGATION OF DIRECTORS' POWERS

15.1 The Directors may not delegate any of their powers to any committee but shall be entitled to set up working groups to make recommendations to the Directors.

15.2 The Board of Directors may delegate any of its powers to any officers, who do not need to be Directors. The Board of Directors shall adopt from time to time regulations setting out the titles, duties, responsibilities and reporting lines of such officers.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

16.1 The office of a Director shall be vacated if:

16.1.1 he or she ceases to be a Director by virtue of any provision of these Articles, he or she becomes prohibited by law from being a director of a company which is governed by the Companies Act 2006 (as may be amended or re-stated from time to time), or, if he or she becomes prohibited by law from being a trustee of a charity;

16.1.2 if a Director is appointed by a member of the Company, in the event such member ceases to be a member of the Company,

16.1.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or

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

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

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

16.1.5 he or she resigns his or her office by notice to the Company in accordance with the Articles;

- 16.1.6 he or she shall for more than six consecutive months have been unable to act or fulfil his or her Director's duties through ill health or disability during that period and the Directors resolve that his or her office be vacated; or
- 16.1.7 he or she shall for more than 6 consecutive months have been absent without permission of the Board of Directors from meetings of the Board held during that period and the Directors resolve that his or her office be vacated; or
- 16.1.8 he or she is disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), or
- 16.1.9 he or she ceases to hold the position which granted him or her, ex-officio, the power to be a Director; or
- 16.1.10 The member which appointed a Director gives the Company notice that the Director should be removed, or
- 16.1.11 he or she is removed by notice of Leeds City College.
- 16.2 The Directors shall not be required to retire by rotation
- 16.3 A Director may retire by giving notice of his or her intention to resign to the Company.

17. **PROCEEDINGS OF DIRECTORS**

- 17.1 Subject to the provisions of these Articles, the Directors may regulate their meetings as they think fit. A Director may, and the secretary (if any) at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. Notice of every meeting of the Board of Directors shall be given to each Director, including Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service
- 17.2 Any Director may participate in a meeting of the Directors or a committee constituted pursuant to **Article 15** of which he or she 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 Statutes, 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.

- 17.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number, shall be one half of the Directors from time to time (or rounded up to the next full number).
- 17.4 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 (or in the case of a sole Director he or she), may act only for the purpose of filling vacancies, or of calling a general meeting
- 17.5 Unless he or she is unwilling to do so, the chair of the meeting shall preside at every meeting of the Directors at which he or she is present. But, if there is no person holding the office of chair, or if the chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of the members appointed under **Articles 13.1.1** or **13.1.3** to be chair of the meeting and that person shall have a second and casting vote in the event of a deadlock on any matter.
- 17.6 All acts done by any meeting of the Directors or of a committee constituted pursuant to **Article 15**, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or (in the case of any Director other than the Director) were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 17.7 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee constituted pursuant to **Article 15** shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members of the committee (as the case may be)

18 **AUDITORS' APPOINTMENT AND RE-APPOINTMENT**

- 18.1 Auditors must be appointed for each financial year of the Company and shall be appointed by the Directors. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.
- 18.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed

19 **SECRETARY**

19.1 Subject to the provisions of the Statutes, if the Company chooses to have a secretary then the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit, and any secretary so appointed may be removed by them; provided always that no Director may hold office as secretary where such office is remunerated

19 2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

20. **MINUTES**

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

20 1 of recording the names and addresses of all members; and

20.2 of all appointments of officers made by the Directors; and

20 3 of all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to **Article 15** including the names of Directors and members (as appropriate) present at each such meeting

21 **THE SEAL**

If the Company has a seal it shall only be used with the authority of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Director whose signature shall be attested in the presence of a witness or by one Director and the secretary or by two Directors

22. **ACCOUNTS AND ANNUAL REPORT**

22.1 The Directors must prepare accounts and keep accounting records as required by the Statutes.

23. **NOTICES**

23.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice.

- 23.2 The Company may give any notice to a member or Director either personally or by sending it by first class post in a prepaid envelope addressed to the member or Director at his or her registered address 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 or Director. A member or Director who gives to the Company an address either within or outside the United Kingdom at which notices may be given to it, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him or her at that address, but otherwise no such member or Director shall be entitled to receive any notice from the Company.
- 23.3 A member or Director present in person, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 23.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.
- 23.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice 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 United Kingdom again becomes practicable.

24 **INDEMNITIES FOR DIRECTORS**

Subject to the provisions of the Companies Act 2006 and to the Charities Act 2006 if the Company is a charity, every Director or other officer shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

25. **RULES OR BYE-LAWS**

25 1 The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate:

25.1.1 the rights and privileges of members, the entrance fees, subscriptions and other fees or payments to be made by members;

25.1 2 the conduct of members of the Company in relation to one another, and to the Company's servants;

25 1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

25 1 4 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles,

25.1.5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles.

25 2 The Company shall have power to alter or repeal the rules or bye-laws referred to and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye-laws, so long as they shall be in force, shall be binding on all members.

26 **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

26 1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes.

26.2 Subject to any requirement of the Statutes 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

Name of subscriber

Authentication by the subscriber

Leeds City College Further Education Corporation

