



London Academy for Applied Technology

Company Number: **12365859**

Articles of Association

As adopted by Special Resolution passed on 02 June 2025

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1. Preliminaries

The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ('Model Articles') apply to the Company except in so far as they are excluded or varied by these Articles.

2. Interpretation

2.1 In these Articles, the Schedule hereto and in any by-laws or regulations made here under, unless the context otherwise requires, the following expressions have the following meanings:

Articles	means the Company's articles of association
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 of Directors	means all the Directors of the Company as a collective body
Board of Governors	means the body of individuals appointed in accordance with these Articles who are responsible for the governance and strategic oversight of the Institution, including ensuring the quality of education, safeguarding the Institution's assets, upholding its ethos and values, and ensuring compliance with all applicable legal and regulatory requirements.
Call Notice	means a notice sent by the Company to its Shareholders requesting payment of a specified sum
Chairperson	has the meaning given and role explained in across various parts of document
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company
Company	means London Academy for Applied Technology (LAAT), a private company limited by Shares, registered at Companies House for England and Wales under the company number 12365859 .
Director	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called
Distribution Recipient	Means a person in receipt of distributions explained in Article 34, 35, 37 and 39
Document	includes, unless otherwise specified, any Document sent or supplied in Electronic Form
Electronic Form	has the meaning given in section 1168 of the Companies Act 2006
Eligible Director/ Governor	has the meaning given in Article 12.3
Fully Paid	in relation to Shares, means that the nominal value and any

	premium to be paid to the Company in respect of that Shares have been paid to the Company
Governor(s)	Means member of the Board of Governors
Hard Copy Form	has the meaning given in section 1168 of the Companies Act 2006
Holder	in relation to Shares means the person whose name is entered in the register of members as the Holder of the Shares
Ordinary Resolution	has the meaning given in section 282 of the Companies Act 2006
Participate	in relation to a Directors' meeting, has the meaning given in Article 14
Proxy Notice	has the meaning given in Article 60.1
Special Resolution	has the meaning given in section 283 of the Companies Act 2006
Staff Representative	means a person who is employed by the Company, and who is not a member of the Senior Management Team ("SMT") or the Senior Leadership Team ("SLT") and is elected under the Terms of Reference ("TOR") of the Management and Governance Framework (Article 4) to attend Board of Governors meetings and represent the staff members by actively participating in discussions at the Board of Governors meetings
Student Representative	means the Chair of LAAT's STUDENT VOICE COMMITTEE and or any person enrolled on a course delivered by the Company and appointed by the course representatives group to attend the meetings of Board of Governors and represent the students by participating in discussions of Board of Governors
Subsidiary	Has the meaning given in section 1159 of the Companies Act 2006
Transmittee	means a person entitled to a share of Company by reason of death or bankruptcy of a shareholder or otherwise by operation of law
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

2.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, electronic communication, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.

2.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act 2006 or any statutory modification of the Companies Act 2006 in force at the date at which these Articles become binding on the College.

2.4 All words importing the singular number shall include the plural and vice versa and

words denoting any gender shall include all genders.

2.5 Words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate).

2.6 References to any Statute or statutory provision 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.

2.7 References to a person include a natural person, body corporate or unincorporated body, association, organisation, society, agency, office or department (whether or not having a separate legal personality) and any successor body/bodies.

2.8 Where the word 'address' appears in these Articles it is deemed to include postal address and, where applicable, electronic address.

3. Name and registered office

3.1 The name of the Company is: London Academy for Applied Technology ('the Institution').

3.2 The registered office of the Institution will be LANDMARK OFFICE, Beaufort House 1134, 15 St Botolph Street, Aldgate EC3A 7BB.

4. Objects and powers

4.1 The Company's purpose is to promote education and training in the UK, Europe, or globally, specifically aiming to deliver professional education and training that may lead to a degree, qualification, or award, whether from the Company or a third party recognised by any authorised entity. This education and training will be offered through various formats, including full-time, part-time, modular courses, lectures, seminars, conferences, training, e-learning, distance learning, blended learning, or any other teaching methods that may be developed in the future.

4.2 To develop a unified, independent academic community committed to self-examination, quality assurance, and maintaining a strong reputation, supported by effective quality enhancement systems.

4.3 To defend academic freedom and encourage excellence in research, scholarship, and teaching. Academic staff shall have the autonomy, within legal boundaries, to question established beliefs and introduce new, potentially controversial or unpopular ideas without risking their job security or privileges.

4.4 To promote transparency in all governance tools, policies, and procedures through publication and making them accessible.

- 4.5 To prioritise the collective welfare of students through strong and effective governance practices by employing transparent, accountable, and ethical decision-making processes that focus on student needs and interests while fostering integrity, inclusivity, diversity, and equal opportunities. In doing so, we create an environment where students can excel academically, socially, and personally, ensuring a high-quality student experience.
- 4.6 To actively promote and apply the principles of equality, diversity, and inclusion throughout the Company while cultivating an inclusive teaching and learning atmosphere.
- 4.7 To uphold freedom of speech while adhering to the Company's equality, diversity, and inclusion policy, along with any other institutional policies and relevant laws or regulations.
- 4.8 To ensure a high-quality student experience.
- 4.9 In furtherance of the Objects but not further or otherwise the Institution shall have the following powers (the '**Powers**'):
- 4.9.1 To do anything which is calculated to further its Objects or is conducive or incidental to doing so.
- 4.9.2 To maintain and develop the College at LANDMARK OFFICE, Beaufort House 1134, 15 St Botolph Street, Aldgate EC3A 7BB., England and/or such other locations as the Board of Governors of the College may decide for the education of its Students.
- 4.9.3 To provide educational facilities and higher education services to its Students.
- 4.9.4 To provide, without discrimination on any grounds (including for instance but without limitation on the grounds of gender, ethnic origin, age, disability, race, religion or belief, sex, sexual orientation, gender reassignment, marriage or civil partnership, pregnancy or maternity) such facilities for the recreational needs and general welfare of Students as shall be determined by the Board of Governors.
- 4.9.5 To provide and assist in the provision of facilities for recreation and other leisure time occupation which will improve the Students' conditions of life and well-being to include provision of catering and refreshment facilities with or without charge.
- 4.9.6 To accept subscriptions, donations (whether of real or personal estate), devises, bequests and grants for any of the Objects.
- 4.9.7 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 and alter any buildings or erections which the Board of Governors of the College may think necessary for the promotion of its Objects.

- 4.9.8 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the College with a view to the furtherance of its Objects.
- 4.9.9 Subject to such consents as may be required by law to acquire, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the College to borrow or raise or secure the payment of money for the furtherance of the Objects in such manner and on such security as the Board of Governors may think fit.
- 4.9.10 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise and whether subject to terms and conditions specified by the relevant contributor or not, provided that this shall be without prejudice to the ability of the College to disclaim any gift in whole or in part in such circumstances as the Board of Governors may think fit and to undertake such trading activities as the Board of Governors thinks fit to further the Objects and which in the view of the Board of Governors do not involve significant risk to the solvency of the College, its assets, property, estate, charitable status and educational mission.
- 4.9.11 To purchase and maintain, for the benefit of any Governor or officer of the College, indemnity insurance to cover their liability:
- 4.9.11.1 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 College; and/or
- 4.9.11.2 to make contributions to the assets of the College in accordance with the provisions of section 214 of the Insolvency Act 1986; save that any such insurance in the case of Clause 4.9.11.1 shall not extend to any liability of a Governor:
- 4.9.11.3 resulting from conduct which the Governor knew, or must be assumed to have known, was not in the best interests of the College, or where the Governor did not care whether such conduct was in the best interests of the College or not;
- 4.9.11.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud or dishonesty or wilful or reckless misconduct;
- 4.9.11.5 to pay a fine; or
- 4.9.11.6 to make such a contribution where the basis of the Governor's liability is his or her knowledge prior to the insolvent liquidation of the College (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the College would avoid going into insolvent liquidation.
- 4.9.12 Subject to the provisions of, and to the extent permitted by sections 232 to 234 of the Companies Act 2006, to indemnify every current or former Governor or other officer of the College against any liability incurred in that capacity.

- 4.9.13 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments.
- 4.9.14 To offer prizes and awards to Students and former Students and otherwise to encourage and assist Students and former Students.
- 4.9.15 To invest the monies of the College not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 4.9.16 Subject to Article 6, to engage, employ and pay such lecturers, administrators, architects, surveyors, solicitors, accountants and other professional persons, workmen, clerks and other staff as the Board of Governors of the College considers necessary. The College may employ or remunerate a Governor only to the extent that it is permitted to do so by Article 6 and provided that it complies with the conditions in that article.
- 4.9.17 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.
- 4.9.18 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 to further any of the Objects.
- 4.9.19 To act as trustee or manager of any property, endowment, legacy, bequest or gift for educational purposes only.
- 4.9.20 To establish, 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; to become a Governor of, or amalgamate or co-operate or promote any other company having objects similar, wholly or partially, to those of the College, or the promotion of which shall be in any manner calculated to advance directly or indirectly the Objects.
- 4.9.21 To establish subsidiary undertakings, companies and trusts, and to accept appointment as trustee, and to enter into joint ventures and partnerships, to subscribe, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with, any shares or other securities in subsidiary undertakings of the College, joint ventures or partnerships or other companies for any purpose which may directly or indirectly further all or any of the Objects.
- 4.9.22 To give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all such methods, the

performance of all or any of the obligations (including the repayment or payment of the Provost and premium of, and interest on, any securities) undertaken on behalf of the College or by any of the College's subsidiary undertakings, joint ventures, partnerships and other companies, organisations and associations whether incorporated or not for any purpose which may directly or indirectly further all or any of the Objects and Powers.

- 4.9.23 To delegate the management of investments to a financial expert but only on terms that the investment policy is set down in writing for the financial expert by the Board of Governors; that the performance of the investments is reviewed regularly with the Board of Governors; that the Board of Governors shall be entitled to cancel the delegation arrangement at any time; that the investment policy and the delegation arrangement are reviewed at least once a year; that all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Board of Governors on receipt; and that the financial expert must not do anything outside the Powers of the College.
- 4.9.24 To arrange for investments or other property of the College to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Board of Governors or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.9.25 To enter into arrangements with any body of persons whether corporate or unincorporated formed for all or any of the Objects of the College or for any purpose analogous thereto with a view to the promotion of the Objects and to contribute to or receive contributions from the funds of any such body upon such terms and conditions as the Board of Governors may think proper, subject nevertheless to the provisions of these Articles.
- 4.9.26 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the Board of Governors seem conducive to the attainment of the Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Board of Governors may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- 4.9.27 To obtain any act of Parliament or other order or authority which will assist the College to carry its Objects into effect or to promote support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests or Objects of the College.
- 4.9.28 To do all such other lawful things as are incidental or necessary to the attainment of the Objects or any of them provided that:

- 4.9.28.1 In case the College shall take or hold any property which may be subject to any trusts, the College shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 4.9.28.2 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 by inference from the name of the College.
- 4.9.28.3 None of the Objects herein specified shall be deemed subsidiary or ancillary to any of the other Objects specified, and the College shall have full power to exercise each and every one of the Objects.
- 4.9.28.4 The College shall not do anything which would be incompatible with any conditions attached to any grant paid to it from public funds.

5. The Governance Framework

Management and Governance Framework

- 5.1 The Governors shall adopt a Management and Governance Framework, which shall include Terms of Reference for the composition, roles, responsibilities and procedures of the:
- a. Board of Governors.(with 4 sub committees below)
 - a.1 Student Interest Committee (SIC)
 - a.2 Audit, and Risk Committee (ARC)
 - a.3 Operations and Infrastructure (OAI)
 - a.4 People and Culture (PAC)
 - b. Academic Board (AcBo)
 - c. Senior Leadership Team (SLT)
 - d. Any other committees or boards that the Board of Governors think fit to achieve the Company's operational and strategic objectives.
- 5.2 The Governors shall review Frameworks at least every three years to ensure effective governance arrangements.
- 5.3 The Company's Management and Governance Framework can only be amended if the Governors decide by a majority vote to make such amendments. In addition, the academic governance arrangements included within such a Framework can only be amended if the Academic Board, by a majority vote, ratifies the decision of the Governors to make such amendments to the academic governance arrangements.
- 5.4 The Frameworks established under this Article, or modified under it, must adhere to:

- a. The six fundamental elements of higher education governance outlined by the Committee of University Chairs in “The Higher Education Code of Governance”, which encapsulates the fundamental principles of higher education governance; and
 - b. The regulatory framework, notices and advice provided by the independent regulator of higher education in England Office for Students.
- 5.5 The Management and Governance Framework should clearly articulate the relationships between the Company’s Shareholders, Governors, management and other stakeholders.
- 5.6 If there is a conflict between these Articles and the Management and Governance Framework, these Articles shall take precedence.
- 5.7 The Board of Governors shall be able to remove any Governor from office. Such removal will be for good cause by the Board. The Board of Governors shall remove no person unless they have been given a reasonable opportunity to make representations to the Board. "Good cause" shall be any cause deemed good cause by the Board and includes, but is not limited to:
 - a. Conviction for an offence which the Board of Governors may deem to be such as to render the person convicted unfit for the execution of the duties of the office.
 - b. Conduct which is, in the opinion of the Board of Governors, incompatible with the duties of the office.
 - c. Conduct which, in the opinion of the Board of Governors, could bring LAAT into disrepute.
 - d. Conduct that breaches the Code of Conduct set out in 5.8.
 - e. Conduct constituting failure or persistent refusal or neglect or inability to perform the duties or comply with the conditions of office.
- 5.8 The Board of Governors and Board Sub-Committees shall conduct business fairly, properly, transparently, and ethically, in compliance with LAAT 's values of equality and diversity and the Nolan principles of public life. They shall act in the best interests of LAAT. Members of the Board and Board Committees, and other officers of LAAT designated to act on behalf of those bodies, shall conduct themselves in compliance with the following:
 - a. Values and purpose of LAAT
 - b. Nolan's principles of public life;
 - c. The Higher Education Code of Governance, issued by the Committee of University Chairs;
 - d. Any other legal or regulatory requirements applicable to LAAT.
- 5.9 Any person in doubt about the provisions of this Code should consult the Secretary of the Board of Governors and seek advice from the Secretary. The ultimate responsibility for the appropriateness of conduct as a member and for any act or omission in that capacity rests with the individual Member.
- 5.10 Shareholders, directors, and management must operate in a manner that upholds the imperative to: (i) establish and sustain rigorous academic standards; and (ii) ensure the continuous assurance and enhancement of academic quality.

5.11 LAAT will ensure that all Members are appointed on merit, following an open selection procedure overseen by the Nominations and Remunerations Committee. They are drawn widely from the community, taking account of the need for continuity, balance, diversity, and a range of appropriate experiences, skills, and interests.

5.12 Members shall be 'fit and proper persons' as defined in the regulatory framework issued by the Office for Students and must notify the Chair and the Secretary without delay if any circumstances arise which affect the fulfilment of this requirement. A fit and proper person:

- a. is of good character;
- b. has the qualifications, competence, skills and experience that are necessary for their role;
- c. is able, because of their health, after reasonable adjustments are made, to properly perform the tasks of the office or position for which they are appointed;
- d. has not been responsible for, been privy to, contributed to, or facilitated any serious misconduct or mismanagement (whether unlawful or not) in their employment or in the conduct of any entity with which they are or have been associated.

5.12 Members owe a fiduciary duty to LAAT. This means they should show it the highest loyalty and act in good faith in its best interests. Each Member shall act honestly, diligently, and independently. Members' actions should promote and protect LAAT's good reputation and the trust and confidence of its partners.

5.13 Decisions made by members at board and board committee meetings must not serve any improper purpose or personal motive. They must always benefit LAAT, its students, staff, and other stakeholders. They must be taken primarily to safeguard all funds, including public funds.

5.14 Members must exercise independent judgment when speaking, resolving, voting, or carrying out their responsibilities. They are not bound to follow mandates or instructions from any other individual or entity. Members should:

- a. Fully prepare for meetings to enable informed and evidence-based discussions and decision making by the Board of Governors or Board Sub-Committee.
- b. Provide supportive and constructive challenges on issues the Board of Governors or Board Sub-Committee considers and be open to challenges in return.
- c. Apply balanced judgment to their deliberations.
- d. Members should also understand that they have no unilateral power other than any power delegated to them by the Board and that the Board must take collective responsibility for decisions, regardless of any differences of opinion.

5.15 Subject to any prior approval, if so, required from any sector-related Regulatory body, any statutory body, or any other UK government department or agency, the Company Secretary, who shall have the requisite knowledge and experience to discharge the functions of the Company Secretary, shall be appointed by the Governors.

5.16 The Governance Framework shall ensure that staff and students have meaningful input

into the Company's strategic and operational development, including the effective establishment and maintenance of academic standards, as well as the assurance and enhancement of academic quality, there should be an appropriate balance between decision-making by the Governors and management, and collegial deliberation.

6. Balance of Powers (Board of Governors)

- 6.1 The number of Independent Governors (Governors) of the Board of Governors shall always exceed the combined number of Parent company Governors, Shareholder Governors and Executive Governors.
- 6.2 The number of Shareholder Governors is limited to one Governor.
- 6.3 The number of Parent Company Governors is limited to one Governor.
- 6.4 Shareholder Governors can nominate up to two (2) (including themselves) representatives to be present, but the vote for the shareholder is restricted to one (1), ensuring a transparent and controlled decision-making process.
- 6.5 The Executive Governor (Governor) shall nominate two Governors to support the governing function, albeit without voting rights.
- 6.6 The Chair of a Governors' meeting or Chair of a committee established by the Governors (Governors) shall not be a shareholder of the Company or a Governor of the Parent company.

7. Governor Powers and Responsibilities

7.1 Governors General Authority

- 7.1.1 Subject to the Articles, the Governors shall bear clear and collective responsibility and accountability for the Company's activities. They are empowered to exercise all of the Company's powers and shall jointly make all final decisions on matters of fundamental importance within their remit.

7.2 Governors' Authority to Delegate

- 7.2.1 Subject to the provisions of the Articles, and in particular Regulations 7.2.1 and 7.2.2, the Board of Governors is empowered to delegate any of the powers conferred upon them under the Articles, as follows:
- To the Chief Executive Officer (who may also be appointed as Provost) or to any Governor holding an executive office, or any member of the Company's Senior Leadership Team (SLT) or to a committee comprised of one or more Governors;
 - By such means as deemed appropriate;
 - To the extent necessary for effective governance and operational efficiency;
 - In relation to specific matters or territories relevant to the Company's scope of

authority; and
e. Subject to such terms and conditions as the Board deems fit.

7.2.2 Where the Board of Governors expressly specifies, any delegation of powers under Regulation 7.2.1 may authorise further sub-delegation of such powers by the person or entity to whom the authority has been delegated.

7.2.3 The Governors may revoke any delegation whole or part, or alter the terms and conditions of delegation.

7.2.4 The Board of Governors may establish committees and/or sub-committees and delegate any of its powers to any such committees upon such terms and conditions as the Board of Governors sees fit other than those delegated to the Provost provided always that all acts and proceedings of any such committee shall be reported to the Board of Governors as soon as reasonably possible. A committee established by the Board of Governors may include persons who are not Governors.

7.2.5 Notwithstanding Articles 7.2.2, 7.2.3 and 7.2.4, the Board of Governors shall not delegate any of the following matters:

7.2.6 the determination of the educational character and mission of the College;

7.2.7 the approval of the annual estimates of income and expenditure;

7.2.8 the responsibility for ensuring the solvency of the College and for safeguarding its assets;

7.2.9 the modification or revocation of these Articles;

7.2.10 the making, amendment or repeal of or addition to any bye-laws, regulations and policy statements which are the non-delegable responsibility of the Board of Governors under these Articles; or

7.2.11 the appointment of the Auditors at the recommendation of the Audit Committee.

7.3 Decision Making by Governors

Governors to take decisions collectively

7.3.1 The general rule about decision-making by Governors is that any decision of the Governors must be either a majority decision at a meeting or a decision taken in accordance with this Article.

7.3.2 Save with Board of Governors consent, the Company shall not take any of the following actions:

- a. make any change to its accounting policies, bases or methods from those set out in the annual accounts (other than as recommended by the auditors of the Company) or make any change to its accounting reference date;
- b. approve, authorise or commit to any capital expenditure (including obligations under hire-purchase and leasing agreements) in the financial year in excess of £1M;
- c. effect the hiring, dismissal or making of any material changes in the compensation or benefits of key personnel and any other manager whose fixed gross annual remuneration exceeds £75,000;
- d. conduct or settle any litigation (including arbitration) which is for a sum or value in excess of £100,000 (unless it is an application for an interim injunction or other application or action (including interim defence) which is urgently required in the best interests of the Company in circumstances in which it is not reasonably practicable to obtain prior consent as aforesaid);
- e. dispose of any asset of a capital nature having market value greater than £1M; and
- f. make any gifts or charitable donations above £10,000 in aggregate per annum.

Unanimous decisions

7.3.3 A decision of the Governors is taken in accordance with this Article when all eligible Governors indicate to each other by any means that they share a common view on a matter.

7.3.4 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each eligible Governor or to which each eligible Governor has otherwise indicated agreement in Writing.

7.3.5 References in this Article to eligible Governors are to Governors who would have been entitled to vote on the matter had it been proposed as a resolution at a Governors' meeting.

7.3.6 A decision may not be taken in accordance with this Article if the eligible Governors would not have formed a quorum at such a meeting.

Calling a Governors' meeting

7.3.7 Any Governor may call a Governors' meeting by giving notice of the meeting to the Governors or by authorising the Company Secretary (if any) to give such notice.

7.3.8 Notice of any Governors' meeting must indicate:

- a. its proposed date and time;
- b. where it is to take place and;
- c. if it is anticipated that the Governors 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.

7.3.9 Notice of a Governors' meeting must be given to each Governor but need not be in Writing.

7.3.10 Notice of a Governors' meeting need not be given to Governors who waive their entitlement to notice of that meeting by giving notice to that effect to the Company

not more than seven 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.

Proposing Governors' written resolutions

- 7.4 Any Governor may propose a Governors' written resolution.
- 7.5 If the Company has a Company Secretary, they must propose a Governors' written resolution if a Governor so requests, but this shall be without prejudice to the ability of a Governor to propose a written resolution.
- 7.6 A Governors' written resolution is proposed by giving notice, in Writing, of the proposed resolution to each of the Governors.
- 7.7 Notice of a proposed Governors' written resolution must indicate:
- a. The proposed resolution; and
 - b. The time by which it is proposed that the Governors should adopt it.

Adoption of Governors' written resolutions

- 7.7 A proposed resolution is adopted when all the Governors who would have been entitled to vote on the resolution at a Governors' meeting have signed one or more copies of it or have indicated their agreement to it in Writing, provided that they would have formed a quorum at such meeting.
- 7.8 It is immaterial whether any Governor signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 7.9 Once adopted, it shall take effect as if it had been a decision taken at a Governors' meeting in accordance with these Articles.

Participation in Governors' meetings

- 7.10 Subject to the Articles, Governors Participate in a Governors' meeting, or part of a Governors' meeting, when:
- a. the meeting has been called and takes place in accordance with the 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.
- 7.11 In determining whether Governors are participating in a Governors' meeting, it is irrelevant where any Governor is or how they communicate with each other.
- 7.12 If all the Governors 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. If they do not make such a decision, the meeting will be deemed to take place where the largest group of participants is assembled or, if there is no larger group, where the Chair is located.

Quorum for Governors' meetings

- 7.13 At a Governors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 7.14 The quorum for Governors' meetings must be at least 50% of the total number of Governors, including the chair of the Board of Governors, one independent Governor, and one executive Governor.
- 7.15 If the total number of Governors for the time being is less than the quorum required, the Governors must not take any decision other than a decision:
- a. to appoint further Governors, or
 - b. to call a general meeting so as to enable the Shareholders to appoint further Governors.

Chairing of Governors' meetings

- 7.16 The Governors may appoint a Governor to chair their meetings.
- 7.17 The person so appointed for the time being is known as the Chairperson.
- 7.18 The Governors may terminate the Chairperson's appointment at any time.
- 7.19 If the Chairperson does not participate in a Governors' meeting within ten minutes of its start time, the participating Governors must appoint one of themselves to chair it.
- 7.20 In accordance with Article 4.6, the Chairperson of a Governors' meeting or of a committee established by the Governors, shall not be a Shareholder of the Company or a Governor of the Parent Company.

Voting at Governors' meetings

- 7.21 Subject to these Articles, each Governor participating in a Governors' meeting has one vote.
- 7.22 If the votes for and against a proposal are equal, the Chairperson or other Governor chairing the meeting has a casting vote.
- 7.23 But this does not apply if, in accordance with the Articles, the Chairperson or other Governor is not to be counted as participating in the decision-making process for quorum or voting purposes.

Records of decisions to be kept

- 7.24 The Governors must ensure that the Company keeps a record, in Writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Governors.

Governors' discretion to make further rules

- 7.25 Subject to the Articles, the Governors may make any rule which they think fits how they make decisions, and about how such rules are to be recorded or communicated to Governors.

Attendance and participation of staff and students

- 7.26 Elected Staff Representatives and Student Representatives (to be appointed in accordance with the Management and Governance Framework) shall have the right to attend Governors' meetings and participate in discussions.
- 7.27 Before making any decision, the Chairperson shall invite the representatives attending the meeting to make representations, and the Governors shall have due regard to such representations when making a decision.
- 7.28 The Chairperson may permit other people, including members of the Company's Senior Leadership Team, to attend a Governors' meeting and participate in discussions on an ad hoc basis.

8. Conflicts of interest

- 8.1 If a proposed decision of the Governors is concerned with an actual or proposed transaction or arrangement with the Company in which a Governor is interested that Governor is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 8.2 But if paragraph (3) applies, a Governor who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 8.3 This paragraph applies when..
- a. the Company by Ordinary Resolution disapplies the provision of the Articles which would otherwise prevent a Governor from being counted as participating in the decision-making process;
 - b. the Governor's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - c. the Governor's conflict of interest arises from a permitted cause.
- 8.4 For the purposes of this article, the following are permitted causes:
- a. a guarantee given, or to be given, by or to a Governor in respect of an obligation incurred by or on behalf of the Company or any of its Subsidiaries;
 - b. subscription, or an agreement to subscribe, for Shares or other securities of the Company or any of its Subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such Shares or securities; and
 - c. arrangements pursuant to which benefits are made available to employees and Governors or former employees and Governors of the Company or any of its Subsidiaries which do not provide special benefits for Governors or former Governors.
- 8.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Governors' meeting or part of a Governors' meeting.

- 8.6 Subject to paragraph (7), if a question arises at a meeting of Governors or of a committee of Governors as to the right of a Governor 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 Chairperson whose ruling in relation to any Governor other than the Chairperson is to be final and conclusive.
- 8.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairperson, the question is to be decided by a decision of the Governors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 8.8 A Governor is required to disclose all conflicts of which he is aware upon his appointment as a Governor, as well as any changes to such conflicts as soon as he becomes aware of them. A notification to the Governors made in accordance with Section 184 (declaration by way of written notice) or Section 185 (general notice) Company Act 2006 is deemed adequate disclosure for the purposes of these Articles.
- 8.9 The Governors shall maintain a register of all Governors' conflicts of interest and institute procedures for the ongoing identification and disposal of conflicts in such a manner as they deem appropriate.

9. Appointment of Governors

Methods of Appointing Governors

- 9.1 Subject to any prior approval that may be required from the sector-related Regulatory bodies, Statutory bodies, or any other UK government department or agency, any person who is willing to act as a Governor and is permitted by law to do so, may be appointed to be a Governor by a decision of the Governors, acting on a recommendation of the Nominations and Remuneration Committee, and if there are any circumstances in which the Governors cannot exercise this power, the Nominations and Remuneration Committee has the power to appoint a maximum of three independent non-executive Governors.
- 9.2 In any case where, as a result of death, the Company has no Shareholders and no Governors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Governor.
- 9.3 For the purposes 9.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

10. Termination of Governor's appointment

- 10.1A person ceases to be a Governor as soon as:
- a. that person ceases to be a Governor by virtue of any provision of the Companies Act 2006 or is prohibited from being a Governor 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 Governor and may remain so for more than three months;
- e. the Company receives notification from the Governor that the Governor is resigning from office, and such resignation has taken effect in accordance with its terms;
- f. that a person ceases to be a Governor in accordance with the terms of the Governor's appointment;
- g. the Board of Governors determined by majority decision to dismiss that person as a Governor;
- h. any sector-related regulatory body, statutory body, or other UK government department or agency, or court of law prohibits that person from acting as a Governor.

11. Governors' Remuneration

- 11.1 Subject to the Articles, Governors may undertake any services for the Company that the Governors decide.
- a. Subject to the Articles, Governors are entitled to such remuneration as determined by the Nomination and Remuneration Committee for their services to the Company as Governors, and
 - b. for any other service which they undertake for the Company.
- 11.2 Subject to the Articles, a Governor'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 Governor.
- 11.3 Unless the Governors decide otherwise, Governors' remuneration accrues from day to day.
- 11.4 Unless the Governors decide otherwise, Governors are not accountable to the Company for any remuneration which they receive as Governors or other officers or employees of the Company's Subsidiaries or of any other body corporate in which the Company is interested.

12. Governors' Expenses

- 12.1 Subject to the Articles, the Company may pay any reasonable expenses which the Governors properly incur in connection with their attendance at:
- a. meetings of Governors or committees of Governors,
 - b. general meetings, or
 - c. separate meetings of the Holders of any class of Shares or 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.

13. Administrative Arrangement

Means of communication to be used

13.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

13.2 Subject to the Articles, any notice or Document to be sent or supplied to a Governor in connection with the taking of decisions by Governors may also be sent or supplied by the means by which that Governor has asked to be sent or supplied with such notices or Documents for the time being.

13.3A Governor may agree with the Company that notices or Documents sent to that Governor 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.

14. Company seals

14.1 Any common seal may only be used by the authority of the Governors.

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

14.3 Unless otherwise decided by the Governors, 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.

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

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

15. No right to inspect accounts and other records

15.1 Except as provided by law or authorised by the Governors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents.

16. Provision for employees on cessation of business

16.1 The Governors 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 Governor or former Governor or shadow Governor) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that Subsidiary.

17. Governors' Indemnity and Insurance

Indemnity

17.1 Subject to paragraph two, a relevant Governor of the Company or an associated Company may be indemnified out of the Company's assets against:

- a. any liability incurred by that Governor in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- b. any liability incurred by that Governor in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- c. any other liability incurred by that Governor as an officer of the Company or an associated company.

17.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

17.3 In this Article:

- 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 Governor" means any Governor or former Governor of the Company or an associated company.

Insurance

17.4 The Governors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Governor in respect of any relevant loss.

17.5 In this Article:

- a. a "relevant Governor" means any Governor or former Governor of the Company or an associated Company;
- b. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Governor in connection with that Governor's duties or powers in relation to the Company, any associated Company or any pension fund or employees' Shares scheme of the Company or associated company; and
- c. companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

18. Shares and Distributions

Issue of Shares

18.1 No Shares is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

18.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

18.3 The ordinary Shares shall be identical and in ranking pari-passu, except for the following provisions:

- a. The profits of the Company which are re-solved to be divided amongst the members in any year shall be applied in paying the Holders of the respective classes of Shares dividends at such respective rates (if any) as the Company in general meeting shall determine, so that dividends may be declared on one or several classes of Shares to the exclusion of any class or classes;
- b. dividends at different rates may be declared on the respective classes of Shares; and
- c. the Directors may pay an interim dividend (and may do so at different rates) or dividends on one or several classes of Shares to the exclusion of any class or classes of Shares.

19. Powers to issue different classes of Shares

19.1 Subject to the Articles, but without prejudice to the rights attached to any existing Shares, the Company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.

19.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

20. Company not bound by less than absolute interests

20.1 Except as required by law, no person is to be recognised by the Company as holding any Shares upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a Shares other than the Holder's absolute ownership of it and all the rights attaching to it.

21. Shares certificates

21.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

21.2 Every certificate must specify..

- a. in respect of how many Shares, of what class, it is issued;
- b. the nominal value of those Shares;
- c. that the Shares are Fully Paid; and
- d. any distinguishing numbers assigned to them.

21.3 No certificate may be issued in respect of Shares of more than one class.

21.4 If more than one person holds a Shares, only one certificate may be issued in respect of it.

21.5 Certificates must:

- a. have affixed to them the Company's common seal, or
- b. be otherwise executed in accordance with the Companies Acts.

22. Replacement Shares certificates

- 22.1 If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.
- 22.2A Shareholder exercising the right to be issued with such a replacement certificate:
- a. may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - b. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - c. must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

23. Shares transfers

- 23.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 23.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any Shares.
- 23.3 The Company may retain any instrument of transfer which is registered.
- 23.4 The transferor remains the Holder of a Shares until the Transferee's name is entered in the register of members as Holder of it.
- 23.5 The Directors may refuse to register the transfer of a Shares, and if they do so, the instrument of transfer must be returned to the Transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

24. Partly paid Shares

- 24.1 The Company has a lien over every Shares which is partly paid for any part of:
- a. that Share's nominal value; and
 - b. any premium at which it was issued, which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a Call Notice has been sent in respect of it.
- 24.2 The Company's lien over a Shares:
- a. takes priority over any third party's interest in that Shares; and
 - b. extends to any dividend or other money payable by the Company in respect of it and (if the lien is enforced and the Shares is sold by the Company) the proceeds of the sale of that Shares.

24.3 The Directors may at any time decide that a Shares which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

25. Enforcement of the Company's lien

25.1 Subject to the provisions of this Article, the Directors may give to a member notice in Writing (a "Lien Enforcement Notice") in respect of a Shares or Shares held by such member and if he fails to comply with it, the Company may sell that Shares or Shares in such manner as the Directors decide.

25.2A Lien Enforcement Notice:

- a. may only be given in respect of a Shares which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment has passed;
- b. must specify the Shares concerned;
- c. must require payment of the sum payable within fourteen (14) days of notice;
- d. must be addressed either to Shareholder or person entitled to it by reason of the Shareholder's death, Bankruptcy or otherwise; and
- e. must state the Company's intention to sell the Shares if the notice is not complied with.

25.3 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- a. First, in payment of so much of the sum for which the lien exists as way payable at the date of the Lien Enforcement Notice;
- b. Second, to the person entitled to the Shares at the date of sale, but only after the certificate for the Shares(s) sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares(s) before the sale for any money payable in respect of the Shares after the date of the Lien Enforcement Notice.

25.4A statutory declaration by a Director or the Company Secretary (if any) that the declarant is a Director or the Company Secretary and that a Shares has been sold to satisfy the Company's lien on a specified date:

- a. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Shares; and
- b. subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Shares.

26. Call Notices

26.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a Call Notice to a member requiring him to pay a specified sum of money which is a payable in respect of Shares which he holds at the date when the Directors decide to send the Call Notice.

26.2A Call Notice:

- a. may not require a member to pay a sum of money which exceeds the total sum unpaid on his Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
- b. must state when and how any sum of money to which it relates is to be paid; and
- c. may permit or require the sum to be paid by instalments.

26.3A member must comply with the requirement of a Call Notice, but is not obliged to pay any of the sum before fourteen days have passed since the Call Notice was sent.

26.4 Before the Company has received any sum due under a Call Notice, the Directors may:

- a. revoke it wholly or in part; or
- b. specify a later time for payment that is specified in the Call Notice, by a further notice in Writing to the member in respect of who Shares the Call Notice is made.

26.5 Liability to pay the sum specified in the Call Notice is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

26.6 Joint Holders of a Shares are jointly and severally liable to pay any sum specified in the Call Notice.

27. Failure to comply with a Call Notice

27.1 If a person is liable to pay a sum under a Call Notice and fails to do so by the specified payment date:

- a. The Directors may issue a notice of intended forfeiture of that person; and
- b. Until the specified sum is paid, that person must pay the Company interest on the sum from the specified payment date at the relevant rate.

27.2 The relevant rate is:

- a. the rate fixed by the terms on which the Shares, in respect of which the sum of money specified in the Call Notice is due, was allotted;
- b. such other rate as was fixed in the Call Notice, or has otherwise been determined by the Directors; or
- c. if no rate is fixed in either of these ways, 5% per annum

27.3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

28. Forfeiture

28.1 A notice of intended forfeiture:

- a. may be sent in respect of any Shares in respect of which a sum of money has not been paid as required by a Call Notice;
- b. must be sent to the Holder of that Shares or to a person entitled to it by reason of the Holder's death, Bankruptcy or otherwise;

- c. must require payment of the sum specified in the Call Notice and any accrued interest by a date which is not less than fourteen days after the date of the notice;
- d. must state how the payment is to be made; and
- e. must state that if the forfeiture notice is not complied with, the relevant Shares will be liable to be forfeited.

28.2 If a notice of intended forfeiture is not complied with before the date by which payment of the sum is required, the Directors may decide that any Shares in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares.

28.3 Subject to these Articles, the forfeiture of a Shares extinguishes:

- a. all interests in that Shares, and all claims and demands against the Company in respect of it; and
- b. all other rights and liabilities incidental to the Shares as between the person whose Shares it was prior to the forfeiture and the Company.

28.4 Any Shares which is forfeited in accordance with these Articles:

- a. is deemed to have been forfeited when the Directors decide that it is forfeited;
- b. is deemed to be the property of the Company; and
- c. may be sold, re-allotted or otherwise disposed of as the Directors think fit.

28.5 If a person's Shares have been forfeited:

- a. the Company must send him notice that forfeiture has occurred and record it in the register of members;
- b. he ceases to be a member in respect of those Shares;
- c. he must surrender the certificate for the Shares forfeited to the Company for cancellation;
- d. he remains liable to the Company for all sums payable by him under these Articles at the date of forfeiture in respect of those Shares, including any interest; and
- e. the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

28.6 At any time before the Company disposes of a forfeited Shares, the Directors may decide to cancel the forfeiture on payment of all sums specified in the Call Notice and interest due in respect of it and on such other terms as they think fit.

29. Surrender of Shares

29.1 A member may surrender any Shares:

- a. in respect of which the Directors may issue a notice of intended forfeiture;
- b. in which the Directors may forfeit; or
- c. which has been forfeited.

29.2 The Directors may accept the surrender of any such Shares.

29.3 The effect of surrender on a Shares is the same as the effect of forfeiture on that Shares, and may be dealt with in the same way.

30. Transmission of Shares

- 30.1 If title to a Shares passes to a Transmittree, the Company may only recognise the Transmittree as having any title to that Shares.
- 30.2A Transmittree who produces such evidence of entitlement to Shares as the Directors may properly require:
- a. may, subject to the Articles, choose either to become the Holder of those Shares or to have them transferred to another person, and
 - b. subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.
- 30.3But Transmittrees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless they become the Holders of those Shares.

31. Exercise of Transmittrees' rights

- 31.1 Transmittrees who wish to become the Holders of Shares to which they have become entitled must notify the Company in Writing of that wish.
- 31.2If the Transmittree wishes to have a Shares transferred to another person, the Transmittree must execute an instrument of transfer in respect of it.
- 31.3Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the Transmittree has derived rights in respect of the Shares, and as if the event which gave rise to the transmission had not occurred.

32. Transmittrees bound by prior notices

- 32.1 If a notice is given to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice if it was given to the Shareholder before the Transmittree's name has been entered in the register of members.

33. Dividends and Other Distributions

Procedure for declaring dividends

- 33.1 The Company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends.
- 33.2A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

33.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

33.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

33.5 If the Company's Shares capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

33.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

33.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

34. Payment of dividends and other distributions

34.1 Where a dividend or other sum which is a distribution is payable in respect of a Shares, it must be paid by one or more of the following means:

- a. transfer to a bank or building society account specified by the distribution recipient either in Writing or as the Directors may otherwise decide;
- b. sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a Holder of the Shares) or (in any other case) to an address specified by the distribution recipient either in Writing or as the Directors may otherwise decide;
- c. sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in Writing or as the Directors may otherwise decide; or
- d. any other means of payment as the Directors agree with the distribution recipient, either in Writing or by such other means as the Directors decide.

34.2 In the Articles, the "Distribution Recipient" means, in respect of a Shares, in respect of which a dividend or other sum is payable

- a. the Holder of the Shares; or
- b. if the Shares has two or more joint Holders, whichever of them is named first in the register of members; or
- c. if the Holder is no longer entitled to the Shares by reason of death or Bankruptcy, or otherwise by operation of law.

35. Deductions from distributions in respect of sums owed to the Company

35.1 If the Directors are entitled to issue a Lien Enforcement Notice in respect of a Shares, they may instead deduct from any dividend or other sum payable in respect of the Shares any sum of money which is payable to the Company in respect of that Shares to the extent that they would be entitled to require payment under a Lien Enforcement Notice.

35.2 Money so deducted must be used to pay any of the sums payable in respect of that Shares.

35.3 The Company must notify distribution recipient in Writing of:

- a. the fact and amount of any such deduction;
- b. any non-payment of a dividend or other sum payable in respect of a Shares resulting from any such deduction; and
- c. how the money deducted has been applied.

36. No interest on distributions

36.1 The Company may not pay interest on any dividend or other sum payable in respect of a Shares unless otherwise provided by:

- a. the terms on which the Shares was issued, or
- b. the provisions of another agreement between the Holder of that Shares and the Company.

37. Unclaimed distributions

37.1 All dividends or other sums, which are:

- a. payable in respect of Shares, and
- b. unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

37.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

37.3 If:

- a. twelve years have passed from the date on which a dividend or other sum became due for payment, and
- b. the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

38. Non-cash distributions

- 38.1 Subject to the terms of issue of the Shares in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Shares by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any Company).
- 38.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including where any difficulty arises regarding the distribution:
- fixing the value of any assets;
 - paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - vesting any assets in trustees.

39. Waiver of distributions

- 39.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Shares by giving the Company notice in Writing to that effect, but if:
- the Shares has more than one Holder, or
 - more than one person is entitled to the Shares, whether by reason of the death or Bankruptcy of one or more joint Holders or otherwise,
 - The notice is not effective unless it is expressed as being given and signed by all the Holders or persons otherwise entitled to the Shares.

40. Capitalisation of Profits

Authority to capitalise and appropriation of capitalised sums

- 40.1 Subject to the Articles, the Directors may, if an Ordinary Resolution so authorises them:
- decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend or any sum standing to the credit of the Company's Shares premium account or capital redemption reserve; and
 - appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
 - create entrenchment that a. and b. above is only possible if the governing body concurs through an ordinary vote that the sum to be capitalised has no material negative impact on financial sustainability of the operation.
 - create entrenchment to say that this vote of the governing body has to preclude the Directors of the company who are present on the governing body.
 - "The Board of Governors, subject to ensuring financial prudence, shall have the discretion to capitalise any profits or sums retained by the Company for operational needs, without requiring an Ordinary Resolution unless the capitalisation exceeds

5% of profits."

40.2 Capitalised sums must be applied:

- a. on behalf of the persons entitled and
- b. in the same proportions as a dividend would have been distributed to them.

40.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct.

40.4 A capitalised sum appropriated from profits available for distribution may be applied to paying up new debentures of the Company, which are then allotted and credited as Fully Paid to the persons entitled or as they may direct.

40.5 Subject to the Articles, the Directors may:

- a. apply capitalised sums in accordance with clause 35.3 and 35.4 partly in one way and partly in another; make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- b. authorise any person to enter into an agreement with the Company on behalf of all the persons entitled, which is binding on them in respect of the allotment of Shares and debentures to them under this Article.
- c. 40.6 in case of the matters relating to solvency of the business and/or financial regulations, directors can exercise the authority to capitalise and appropriate funds to the limit of ensuring solvency or to the limit of breach of any financial regulations, this has to take place through a special resolution of the Board. BoG has to consult to ensure the impact on the operation.

41. Decision-Making by Share Holders

Organisation of General Meetings

Attendance and speaking at general meetings

41.1 A person is regarded as present and 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.

41.2 A person is able to exercise the right to vote at a general meeting when:

- a. that person is present (either in person or by proxy);
- b. that person is not prohibited from voting on the resolution concerned, either by law or any provision of these Articles; and
- c. 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.

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

41.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

41.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

42. Quorum for general meetings

42.1 No business other than the appointment of the Chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy member, shall be a quorum.

42.2 In determining whether the meeting is quorate, it is immaterial whether any two or more members present are in the same place as each other.

43. Chairing general meetings

43.1 If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.

43.2 If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- a. the Directors present, or
- b. (if no Directors are present), the meeting, must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairperson of the meeting must be the first business of the meeting.

43.3 The person chairing a meeting in accordance with this Article is referred to as “the Chairperson of the meeting”.

44. Attendance and speaking by Directors and non-Shareholders

44.1 Directors may attend and speak at general meetings, whether or not they are Shareholders.

44.2 The Chairperson of the meeting may permit other persons who are not:

- a. Shareholders of the Company, or
- b. otherwise entitled to exercise the rights of Shareholders in relation to general meetings, to attend and speak at a general meeting.

Adjournment

44.3 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 meeting a quorum ceases to be present, the Chairperson of the meeting must adjourn it.

44.4 The Chairperson 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 Chairperson 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.

44.5 The Chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

44.6 When adjourning a general meeting, the Chairperson 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.

44.7 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven 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.

44.8 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.

45. Voting at the General Meeting

Voting: general

45.1 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 the Articles.

45.2 On a vote on a resolution on a show of hands at a general meeting, every member present in person has one vote and every proxy present, who has been duly appointed by a member entitled to vote on the resolution, has one vote.

45.3 On a vote on a resolution on a poll taken at a general meeting, every member has one vote in respect of each Shares held by him.

46. Errors and disputes

46.1 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.

46.2 Any such objection must be referred to the Chairperson of the meeting, whose decision is final.

47. Poll votes

47.1 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.

47.2 A poll may be demanded by:

- a. the Chairperson of the meeting;
- b. the Directors;
- c. two or more persons having the right to vote on the resolution; or
- d. a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.

47.3 A demand for a poll may be withdrawn if:

- a. the poll has not yet been taken, and
- b. the Chairperson of the meeting consents to the withdrawal.

47.4 Polls must be taken immediately and in such manner as the Chairperson of the meeting directs.

Procedure on a poll

Subject to these Articles, polls at general meetings must be taken when, where and in such manner as the Chairperson of the general meeting directs.

47.5 The Chairperson may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

47.6 A poll on the election of the Chairperson of the general meeting or a question of adjournment must be taken immediately. Other polls must be taken within 28 days of their being demanded.

47.7 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

47.8 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case,

at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

48. Content of Proxy Notices

48.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

- a. states the name and address of the Shareholder appointing the proxy;
- b. identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
- c. is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- d. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

48.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

48.3 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.

48.4 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.

49. Delivery of Proxy Notices

49.1 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.

49.2 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.

49.3 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.

49.4 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.

50. Amendments to resolutions

50.1 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 Chairperson of the meeting may determine), and
- b. the proposed amendment does not, in the reasonable opinion of the Chairperson of the meeting, materially alter the scope of the resolution.

50.2A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

- a. the Chairperson 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.

50.3 If the Chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.