

2993054

DATED

27<sup>th</sup> March

1995

PASSED FOR FILING

(1)

SHROPSHIRE COUNTY COUNCIL

and

(2)

SHROPSHIRE TRAINING AND ENTERPRISE COUNCIL LIMITED

and

(3)

SHROPSHIRE CAREERS SERVICE LIMITED

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JOINT VENTURE AGREEMENT  
relating to Shropshire Careers Service Limited

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WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DIBB LUPTON BROOMHEAD

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DIBB LUPTON  
BROOMHEAD  
SOLICITORS

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THEY SAY THAT THIS IS A  
DAY OF THE

THEY SAY THAT THIS IS A  
DAY OF THE

THIS AGREEMENT is made on

27<sup>th</sup> March

1995

**BETWEEN:**

- (1) **SHROPSHIRE COUNTY COUNCIL** of The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND ("the Council");
- (2) **SHROPSHIRE TRAINING AND ENTERPRISE COUNCIL LIMITED** (Registered Number 2542085) whose registered office is at 2nd Floor, Hazledine House, Central Square, Telford TF3 4JJ ("TEC");
- (3) **SHROPSHIRE CAREERS SERVICE LIMITED** (Registered Number 2993054) whose registered office is at Walker House Radbrooke Centre Shrewsbury SY3 9BJ ("the Company")

**W H E R E A S:**

- (A) The Company is a company incorporated with limited liability under the Companies Act 1985 and has an authorised share capital of £1000 divided into 1000 Ordinary Shares of £1 each of which 2 Ordinary Shares are in issue of which one is registered in the name of the Council and one in the name of TEC
- (B) For some time the Council has provided a careers service in the County of Shropshire which business it proposes to transfer to the Company
- (C) The Secretary of State has agreed on completion of this agreement to award a contract to the Company for the provision of relevant services in the form approved by the Board of Directors of the Company on 16 March 1995 ("the Contract") such contract to commence on 1 April 1995
- (D) The Council and TEC have agreed that following completion of this agreement the business of the Company should be conducted in accordance with the provisions of this agreement

1. **DEFINITIONS**

1.1 In this agreement unless the context requires otherwise:

"the Agreed Business" means the business more particularly described in Schedule 1;

"Articles" means the articles of association of the Company set out in Schedule 2 as amended from time to time in accordance with this agreement;

"Auditors" means the auditors for the time being of the Company;

"Board" means the board of directors of the Company from time to time;

"the Business" means the business of an all age careers information advice guidance and planning business carried on by the Council

"Business Day" means a day on which clearing banks are open for business in the City of London;

"the Council's Assets" means the items listed in Schedule 4

"EPCA" means the Employment Protection (Consolidation) Act 1978;

"LGHA" means the Local Government and Housing Act 1989;

"Memorandum of Association" means the memorandum of association of the Company set out in Schedule 3 as amended from time to time in accordance with this agreement;

"the Parties" means the parties of first, second and third parts of this agreement and any person who subsequently becomes a party to this agreement by executing a supplemental agreement as referred to in clause 13.2;

"relevant services" means relevant services as defined in Section 8 of the Employment and Training Act 1973 as substituted in Section 45 of the Trade Union Reform and Employment Rights Act 1993.

"Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 1982

"Shareholder" means a holder of shares in the Company;

"Shares" means the ordinary shares of £1 in the Company and 'Share' shall be construed accordingly.

"TEC's Assets" means the items listed in Schedule 5

"Transfer Date" shall mean midnight on 31 March 1995.

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.3 Reference to any gender includes the other gender and words denoting the singular include the plural and vice versa.
- 1.4 Unless the context requires otherwise, reference to a clause, sub-clause, paragraph or schedule is to a clause, sub-clause, paragraph or schedule (as the case may be) of or to this agreement.

1.5 Words and phrases which are defined in the Companies Act 1985 shall, unless the context otherwise requires, have the same meanings in this agreement.

1.6 The headings in this agreement shall not affect its construction or interpretation.

2. CONSIDERATION AND COMPLETION

Each Party undertakes and agrees in the terms set out in this agreement in consideration for the undertakings given herein by each other Party to this agreement. Completion shall take place immediately after the execution of this agreement when:

2.1 an extraordinary general meeting of the Company shall be held for the purpose of passing resolutions to:

2.1.1 adopt the Articles;

2.1.2 authorise the Board to allot shares in the proportion set out in clause 2.4; and

2.1.3 alter the memorandum of association of the Company to the form of the Memorandum of Association; and

2.2 The Council will subscribe for 499 Shares to be allotted as fully paid to the Council in consideration for the transfer in accordance with the provisions of clause 10 hereof to the Company by the Council of the assets listed in Schedule 4;

2.3 TEC will subscribe for 499 Shares to be allotted as fully paid to TEC in consideration for the transfer in accordance with the provisions of clause 10 hereof to the Company by TEC of the assets listed in Schedule 5;

2.4 Whereupon the Board shall issue 499 Shares to the Council and 499 Shares to TEC.

3. GENERAL UNDERTAKINGS

The Company agrees and the Shareholders undertake with each other to use their respective best endeavours to procure that:-

3.1 the Company's business will be undertaken to secure the best interests of the Company;

3.2 the Company undertakes only the Agreed Business.

4. NEGATIVE CONTROLS

4.1 Each of the Shareholders and the Company undertakes that it will procure for so long as either the Council or TEC holds Ordinary Shares in the Company for the time being that:-

4.1.1 without the prior written consent of a duly authorised officer of such of the Council or TEC which hold Ordinary Shares at that time or of such Director of the Company to whom authority is delegated by the Council or TEC (as appropriate) for the purpose of giving such consent on behalf of the Council or TEC respectively the Company shall not:

Financial Matters

4.1.1.1 change or adopt any new accounting practices and policies;

4.1.1.2 remove or appoint the auditors;

4.1.1.3 incur any capital expenditure in excess of £10,000 per item not contained in a then current budget agreed by all the Parties;

4.1.1.4 approve or adopt its annual accounts or any modifications of them or to them;

- 4.1.1.5 alter its accounting reference date;
- 4.1.1.6 save as specifically referred to and authorised in a current budget agreed previously by all Parties purchase, lease (as lessee), license (as licensee) or otherwise acquire any assets or property whether by way of a single transaction or a series of related transactions, at a total cost to the Company of more than £10,000;
- 4.1.1.7 save as specifically referred to and authorised in a current budget agreed previously by all Parties sell, lease (as lessor), license (as licensor) or otherwise dispose of any of its assets or property, whether by way of a single transaction or a series of related transactions, for a total price of more than £10,000;
- 4.1.1.8 consolidate or amalgamate with, or acquire or dispose of any interest in, any other company, partnership or legal entity;
- 4.1.1.9 lend any money or otherwise give credit to any person;
- 4.1.1.10 borrow any money or enter into any loan, leasing arrangement, bond or contract which is likely to be defined as a credit arrangement or otherwise restricted under the LGHA or any order introduced pursuant



thereto and which is likely to result in a call against the credit approvals of the Council;

4.1.1.11 declare or pay any dividend or otherwise make any distribution on account of any of its shares or redeem, purchase or acquire its own shares;

4.1.1.12 factor its debts;

Operational Matters

4.1.1.13 change its registered office or adopt a head office for the administration of the Company outside Shropshire;

4.1.1.14 create any charge, mortgage, debenture, lien, pledge, security or other encumbrance over the whole or any part of its undertaking, property and assets;

4.1.1.15 give any guarantee or indemnity to secure the liabilities or obligations of any person;

4.1.1.16 cease to carry on the Agreed Business or make any change in the nature of the Agreed Business;

4.1.1.17 enter into any contract or transaction or arrangement except in the ordinary and normal course of business and on arm's length terms;

- 4.1.1.18 enter into any transaction, arrangement or agreement with or for the benefit of a Shareholder or any Director of the Company or any subsidiary or any person or individuals connected with any such Director or Shareholder (as defined by S839 of the Income and Corporation Taxes Act 1988) save for the normal remuneration for the Chief Executive Officer as part of any contract of employment which may be granted to him in accordance with this agreement;
- 4.1.1.19 hold any meeting of Shareholders or purport to transact any business at any such meeting, or pass or seek to pass any resolution of Shareholders other than in accordance with the Articles of Association;
- 4.1.1.20 do or permit or suffer to be done any act or thing whereby it may be wound up (whether voluntarily or compulsorily);
- 4.1.1.21 allot or issue or convert any shares or any instrument convertible into shares of the Company or grant any option, warrant, pre-emption or other right over any of its shares or any other security;
- 4.1.1.22 commence, settle or defend any action, proceedings or other litigation brought by or against it, except for debt collection in the

ordinary and normal course of its business provided the consent of the Council or TEC as appropriate shall not be required in relation to any such action to be commenced or defended against the Council or TEC respectively;

4.1.1.23 enter into any partnership or profit-sharing arrangement with any person;

4.1.1.24 appoint or remove Directors or officers other than in accordance with the terms of this agreement;

4.1.1.25 appoint any committee of the Board or delegate any powers of the Board or the Directors;

4.1.1.26 appoint, dismiss or vary the terms of employment of the Chief Executive Officer of the Company;

4.1.1.27 appoint, dismiss or vary the terms of employment of any employee or consultant with a salary of over £25,000 per annum;

4.1.1.28 increase the remuneration of any employee by an amount representing an increase exceeding 5% per annum since the last increase in remuneration of such employee;

4.1.1.29 make any charitable or political contributions or gifts; or

4.1.1.30 make any material variation to the terms of the Contract or enter into any material agreement under or pursuant to the Contract;

4.1.1.31 agree to do any of the above.

4.2 For the avoidance of doubt the Parties acknowledge and agree that no consent given or deemed to be given by a representative of the Council pursuant to the terms of this agreement shall in any way constitute a fetter on the discretion of any other institution committee or other body of the Council which is required to give its consent or otherwise to any action so approved by the Council under this agreement or any matter arising whether directly or indirectly from any action so approved.

5. APPOINTMENT OF DIRECTORS AND CONSTRUCTION AND PROCEEDINGS OF THE BOARD

5.1 The Board shall be constituted as follows:

5.1.1 The Council shall and shall keep appointed (subject to clause 5.15) four directors

5.1.2 TEC shall and shall keep appointed (subject to clause 5.15) four directors

5.1.3 In addition, a director may be appointed by resolution of the Board which director shall be the Chief Executive Officer of the Company ("the Chief Executive Officer")

5.2

5.2.1 Any appointment under clause 5.1.1 or 5.1.2 shall be made by notice in writing signed by a duly authorised representative of TEC or the Council (as appropriate) served at the

registered office of the Company and be effective subject to the provisions of this clause forthwith upon service of such notice. Each of TEC and the Council shall be entitled from time to time to remove from office any director so appointed by them respectively and to appoint another director in the place of any director who may have been removed or who otherwise may have vacated office.

5.2.2 The Council and TEC shall procure that prior to taking office any director appointed by them after the date hereof shall first execute an undertaking in the form contained in schedule 8.

5.3 A Chief Executive Officer appointed by the Board under clause 5.1.3 shall hold office for such period and upon such terms of employment as shall be agreed by the Board.

5.4 Any Shareholder removing any of its nominated directors shall be responsible for and shall indemnify the Company against any claim by that director or those directors for unfair or wrongful dismissal or otherwise for loss of office arising out of his removal from office.

5.5 The right to appoint and to remove directors under this clause shall cease forthwith in respect of TEC or the Council (as appropriate) upon TEC or the Council ceasing to hold any Shares in the Company and upon such date the appointed directors of the Party no longer holding Shares shall forthwith be treated as having resigned. In the event that TEC or the Council cease to hold any shares in the Company, the rights of TEC and/or the Council (as appropriate) to appoint directors under this clause 5 shall pass to the person

or persons which alone or together hold the majority of the shares formerly held by the Council or TEC as relevant.

- 5.6 Each of the Council and TEC shall respectively indemnify the Company for loss, damages, costs, penalties, fines and all and any other liability incurred by the Company arising directly from the breach of duty, default, neglect or otherwise arising out of the actions or omissions of a director appointed by them respectively which have not been properly approved by the Board.
- 5.7 There shall be appointed from among the directors nominated by the Council and by TEC a Chairman of the Board ("the Chairman") who shall hold office for one year at a time. The Chairman shall be appointed by the directors nominated by the Council for one year following the date hereof and for the following year by the directors nominated by TEC and thereafter in turn on a yearly basis by the directors nominated by the Council and the directors nominated by TEC alternately;
- 5.8 The Chairman shall upon an equality of votes cast on any Board Resolution have a casting vote in addition to any other vote he may have as a director at Board Meetings except that the Chairman shall have no casting vote
- 5.8.1 on any resolution for the appointment or removal of the Chief Executive Officer of the Company from time to time; or
- 5.8.2 at any time when the post of Chief Executive Officer of the Company shall be vacant;
- 5.9 The maximum number of directors shall be nine and the minimum number shall be two.

- 5.10 Board meetings shall be held at least once every three months on the giving of at least 10 Business Days notice in writing to all directors of the Company (or in cases of extreme urgency such lesser period of notice as shall be reasonable) and any director may at any time call a Board meeting by giving at least 10 Business Days' notice to the Secretary of the Company to enable the meeting to be convened.
- 5.11 All Board meetings shall be held at a location reasonably convenient to all and each of the directors.
- 5.12 The quorum for holding Board meetings shall be five directors in attendance in person. For the avoidance of doubt no alternate director shall be included in his capacity as alternate director in the quorum at Board Meetings but for the purposes of voting at Board Meetings, any director appointed by the Council may be appointed as an alternate director for any other Council nominated Director who is absent and any director nominated by TEC may be appointed as alternate director for any other TEC nominated director who is absent and the Chief Executive Officer of the Company may appoint any other director of the Company as alternate director on his behalf PROVIDED THAT written notice of the appointment of the alternate signed by the director so appointing the alternate shall be produced to any Board Meeting at the commencement of such meeting at which it is proposed that the alternate shall vote.
- 5.13
- 5.13.1 Any director who is interested whether directly or indirectly in any proposed or existing contract, transaction or arrangement with the Company must declare such interest and shall not be eligible to vote or to count in the quorum at any meeting of the Board as regards

any part of the business which includes any proposed contract, transaction or arrangement in which he has a material interest. For this purpose any director who is appointed by the Council under this clause 5 shall not be regarded as being interested in any proposed contract or arrangement with the Council.

5.13.2 Without limitation to the terms of clause 5.13.1 above the Chief Executive Officer shall not vote or count in the quorum at Board Meetings in relation to any matter concerning his appointment or reappointment as a director or the terms of his employment with the Company;

5.14 A resolution in writing (which may be on one or more identical documents) signed by all directors shall be as valid and effective as if it had been passed at a duly convened Board meeting.

5.15

5.15.1 If the number of directors appointed by TEC at any time falls below four, such number of the directors appointed by the Council shall forthwith cease to have any vote as directors of the Company as shall ensure that the number of directors appointed by the Council who have a vote as directors shall never exceed the number of directors appointed by TEC. TEC shall forthwith in accordance with the terms of this clause 5 appoint such number of directors as shall bring the number of directors appointed by TEC to four whereupon the Council's appointed directors shall forthwith regain their right to vote as directors of the Company.



5.15.2 For the purposes of clause 5.15.1 above, the directors nominated by the Council shall cease to have any vote as directors of the Company in the following order so that the first named shall cease to have a vote first and so on:-

1. Philip Homer
2. Mary Edbrooke
3. Derek Woodvine
4. Carol Adams

save that should from time to time any other directors be appointed by the Council such further Council appointed directors shall cease to have a vote under clause 5.15.1 in priority to the above named persons so that the last appointed Council director from time to time shall cease to have a vote first and so on thereafter.

6. **ASSOCIATE DIRECTORS**

6.1 The Board may admit persons nominated in accordance with the provisions of Clause 6.3 below to the office of Associate Director so that at any given time there shall be up to three Associate Directors of the Company.

6.2 An Associate Director shall hold office for up to four years.

6.3 Associate Directors shall be nominated by the following groups:

6.3.1 as to one by the Principals of Colleges of Further Education and Sixth Form Colleges within the County of Shropshire;

6.3.2 as to one by Head Teachers of Schools within the County of Shropshire;

6.3.3 as to one by employers within the County of Shropshire;

which groups shall be approached by the Board (who shall use all reasonable endeavours to contact every member of such a group (or such members as the Board considers appropriate) by letter in the event that the Board resolve to appoint an Associate Director) and invited to nominate an Associate Director from up to five proposed candidates who shall be initially proposed by the Board of whom such details as shall enable an informed choice to be made shall be contained in the said letter such nomination to be received by the Company at its registered office within 28 days of the date of the said letter, and upon the expiry of said period of 28 days the Board shall admit the person as has received the most nominations from a group to the post of Associate Director. Provided that any member of a Group may not vote more than once on any ballot.

- 6.4 An Associate Director shall be appointed in order to represent the interests of the group by whom he is nominated.
- 6.5 Associate Directors shall be entitled to attend and observe at such Board Meetings to which they are invited by the Secretary of the Company upon the instructions of the Board and to speak at any such meeting if so invited by the Chairman.
- 6.6 Associate Directors shall not have the right to convene nor to vote at Board Meetings and shall have no authority to hold themselves out to be directors of the Company or to bind the Company in any way and shall not count in the quorum at any Board Meeting at which they are in attendance.

7. DIRECTORS REMUNERATION

Save for remuneration paid to the Chief Executive Officer under the terms of his employment, no fees or other remuneration shall be paid to any of the directors or associate directors save for such reasonable out of pocket expenses as shall be incurred by the directors in fulfilment of their duties as directors of the Company.

8. BUDGETS AND INFORMATION

The Company shall:

- 8.1 prepare and submit to the Shareholders annual revenue and capital budgets prior to the start of each financial year;
- 8.2 allow the Shareholders and their duly authorised representatives at any reasonable time to inspect the accounting books and records of the Company and any subsidiary and to make extracts and copies at the expense of the inspecting party;
- 8.3 supply promptly to each of the Shareholders such regular management and financial information as they may respectively from time to time reasonably require; and
- 8.4 render promptly to each of the Shareholders quarterly and annual reports with respect to such information and in such form as requested by the Shareholders respectively.

9. WORKING CAPITAL

9.1

9.1.1 In this clause the expression:

"Working Capital" means such funds or assets as the Company may require to finance the business of the Company;

9.2 Initial Working Capital shall be provided as follows:-

9.2.1 by the transfers of assets in return for the issue of Shares referred to in clause 2;

9.2.2 subject to the terms of clause 9.2.4 below by the Council as far as it is legally able providing and continuing to provide for so long as TEC shall provide a loan to the Company under clause 9.2.3 a guarantee of the Company's bank facility in the amount of £100,000;

9.2.3 subject to the terms of clause 9.2.4 below by TEC as far as it is legally able <sup>making available</sup> providing and continuing to <sup>make available</sup> provide for so long as the Council shall provide a guarantee to the Company under clause 9.2.2 a loan to the Company in the amount of £100,000;

at such rate of interest as shall be agreed between the Company, TEC and the Council prior to the Transfer Date and in the absence of such agreement at a rate of 1% above the base lending rate of National Westminster Bank Plc from time to time

9.2.4 The Parties agree that the obligations undertaken by the Council and by TEC respectively under clauses 9.2.2 and 9.2.3 above shall apply from the Transfer Date and shall be secured in respect of each of the Council and TEC upon the assets of the Company on such terms as shall be negotiated and agreed in good faith by the Council, TEC and the Company prior to the Transfer Date PROVIDED that the security given to the Council and TEC respectively shall rank pari passu in all respects and as far as the context shall allow shall be in identical terms.

David Brinkley  
Jung.

T. D. Park

9.3 The Parties acknowledge and agree that subject to the provisions of this clause 9, neither the Council nor TEC shall have any obligation to provide or procure Working Capital or any other finance to or for the Company.

10. TRANSFER OF ASSETS

The provisions of schedule 7 shall apply and have effect as if part of the body of this agreement to the transfer of assets by the Council and TEC referred to in clause 2 hereof.

11. COVENANTS BY THE COMPANY

11.1 The Company undertakes with each of the Shareholders, so far as it lawfully may, to be bound by and comply with the terms and conditions of this agreement insofar as the same relate to the Company.

11.2 The Company will during the term of this agreement:

11.2.1 carry on and conduct its affairs in a proper and efficient manner;

11.2.2 as far as it is lawfully able take such steps as are required to protect the Agreed Business and the goodwill of the Agreed Business;

11.2.3 maintain adequate insurance cover over all insurable assets of the Company and including Directors liability insurance; and

11.2.4 keep its books and accounts up to date so as to reflect a true and fair view of the financial and trading position of the Company.

12. DISTRIBUTION POLICY

12.1 No dividends or any other distribution shall be paid to any Shareholder and the Company shall not redeem purchase or acquire any of its own shares for so long as any employee of the Company remains a member of the Local Government Superannuation Scheme

12.2 Without limitation to the terms of Clause 12.1 no dividend or distribution shall be made to any Shareholder without the unanimous consent of the

Council and/or TEC at any time when the Council or TEC respectively shall be guarantors of the liabilities of the Company pursuant to Clause 9.2.2 or 9.2.3 hereof

13. TRANSFER OF SHARES

13.1 Except as provided for in the Articles and under the terms of this agreement a Shareholder shall not, without the prior written consent of the other Shareholders:

13.1.1 transfer any of its shares;

13.1.2 sell, transfer, assign or dispose of any beneficial interest in any of its shares;

13.1.3 create any charge, lien, option, pledge, mortgage or other encumbrance over its shares or any interest in those shares save that the Parties acknowledge and accept that at the date hereof TEC has in existence a floating charge over its undertaking and assets in favour of the Secretary of State for Employment; or

13.1.4 agree to do any of the above.

13.2 No Share may be transferred to any person who is not already a Shareholder unless the proposed transferee has entered into a deed or undertaking with the remaining Shareholder and the Company (in a form reasonably satisfactory to the remaining Shareholder) (a "Supplemental Agreement") agreeing to be bound by all the provisions of this agreement as if it were a party to this agreement in place of the transferor including for the avoidance of doubt any obligation of the transferor to guarantee the Company's bank facility under clause 9. Notwithstanding any transfer of shares the transferor shall remain bound by its obligations

under this agreement unless and until released in writing by all the Shareholders.

14. TERMINATION BY DEFAULT

14.1 This agreement shall continue in force until terminated in accordance with this clause 14 or clause 16.

14.2 Either the Council or TEC may terminate this agreement forthwith upon serving notice (a "Default Notice") to the other ("the Defaulting Party") if the Defaulting Party:

14.2.1 is guilty of a material breach of any of its obligations under this agreement and (in the case of a breach capable of remedy) fails to remedy that breach within 20 Business Days after being given notice by the other Party to do so; or

14.2.2 (being a company) goes into liquidation whether voluntary or compulsory or is dissolved (except voluntary liquidation or dissolution for the purposes of a bona fide reconstruction or amalgamation of which adequate particulars have previously been given to the other Parties in writing who have consented in writing to such reconstruction or amalgamation, such consent not to be unreasonably withheld) or becomes insolvent or if a petition is presented or an order made for the appointment of an administrator or if a receiver, administrative receiver or manager is appointed over any part of its assets or undertaking; or

14.2.3 is subject to any distress, execution, sequestration or other similar process which is not discharged within ten Business Days; or

14.3 A Default Notice:

14.3.1 may save in respect of any fraud only be given to the Defaulting Party within 40 Business Days of the other Party becoming aware of the event of default; and

14.3.2 shall require the Defaulting Party either to purchase all (but not some only) of the Shares (if any) of the Party serving the notice, or to sell all (but not some only) of the Shares it owns to the Party serving the notice within 20 Business Days of receipt of the Default Notice or within ten Business Days of the date upon which the sale price is agreed or notification of the Sale Price of the Shares by the Auditors in accordance with the Articles as received by the Parties whichever is the later.

14.4 The provisions of clause 15 shall apply to any transfer of any shares in the Company pursuant to this clause 14. For the purposes of clause 15 the date upon which the purchasing Shareholder becomes bound to purchase the Shares is the date the Shareholders agree a price or, failing agreement, the date upon which the Auditor notifies the Shareholders of the Sale Price of the Shares in accordance with the Articles.

14.5 If the Defaulting Party is required to purchase shares of the other Party in accordance with sub-clause 14.3.2, and fails to do so within 20 Business Days of becoming bound to do so, the other Party may elect (by giving notice to the Defaulting Party) within a further 20 Business Days to purchase the Defaulting Party's Shares. If no such election is made the Parties shall procure that the Company is immediately wound up.



15. COMPLETION OF TRANSFER OF SHARES

15.1 A sale of Shares pursuant to this agreement shall be completed in such place and on such date as the purchasing Shareholder may specify to the selling Shareholder provided that it is not less than five nor more than ten Business Days after the date upon which it becomes bound to purchase the shares.

15.2 At completion:

15.2.1 the purchasing Shareholder shall pay to the selling Shareholder the purchase price as agreed between the Parties or certified by the Auditor in accordance with the Articles; and

15.2.2 the selling Shareholder shall deliver to the purchasing Shareholder:

15.2.2.1 a duly executed transfer of the Shares to be sold;

15.2.2.2 the relevant share certificate(s) or other documents of title or suitable indemnity in respect of any lost certificate;

15.2.2.3 any power of attorney or other authority under which the transfer has been executed; and

15.2.2.4 unless otherwise agreed by all the Parties letters of resignation from the selling Shareholder's appointed directors waiving any claims they may have against the Company

15.3 The selling Shareholder shall sell its Shares as beneficial owner free from all encumbrances.

15.4 As a conditions precedent to a transfer of Shares unless otherwise agreed by the Parties the directors and officers who have been appointed by the selling Shareholder shall resign without claiming compensation.

15.5 The Shareholders shall give their written consent to, and shall procure that the Board shall approve and register (subject only to stamping), a transfer of Shares made in accordance with this agreement.

15.6 Each of the Shareholders appoints the other irrevocably and by way of security for the performance of its respective obligations under clauses 13, 14 and 15 as its attorney to execute any documents required to transfer Shares in accordance with this agreement. In the event that such appointment is utilised, the purchasing Shareholder may deliver the purchase price to the Company together with the relevant executed transfer, and the Company shall register the transfer and shall hold the purchase price on trust for the selling Shareholder. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Shareholder. The purchase price shall not bear interest against the Company, the purchasing Shareholder or the selling Shareholder (or their respective successors). The purchase price shall be released to the selling Shareholder immediately the respective obligations of the Shareholders under clauses 13, 14 and 15 have been performed.

16. OTHER TERMINATION

This agreement shall terminate forthwith if the Company is put into liquidation, whether voluntary or compulsory.

17. CONFIDENTIALITY

17.1 Except as may be required by law or any governmental or regulatory body (and then only after notice of the proposed disclosure being given to each other Party) ,

none of the Parties shall divulge to any person, or use or exploit for any purpose, any trade secrets or confidential information or any technical, operational, administrative, financial, business or other information relating to the another Party and/or the Company or relating to the terms or the negotiations leading up to this agreement, which the relevant Party or the Company may obtain as a result of the negotiation or entering into or performance of this agreement.

- 17.2 The restriction in clause 17.1 shall continue to apply after the termination of this agreement without limit in point of time, but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the restricted Party.

18. ADDITIONAL COVENANTS BY THE PARTIES

Each Party covenants with the others that so long as this agreement remains in force and effect as regards that Party it will:

- 18.1 be just and true to the other and act in good faith;
- 18.2 promptly execute and expedite all such documents as are required in respect of this agreement;
- 18.3 promptly notify the other of all or any matters coming to its notice which may affect the Company or the Agreed Business or the Company's relationship with either Shareholder;
- 18.4 use and exercise the votes controlled by it at all meetings of the Company in order to ensure the observance of the terms and the spirit of this agreement and not in accordance with the directions of any other Party; and

18.5 generally do all things necessary to give effect to this agreement.

19. NO PARTNERSHIP

Nothing in this agreement shall be construed as constituting, or deemed to constitute, a partnership between the Council and TEC and, except as specifically provided for in this agreement, neither of them shall have any authority to bind the other in any way.

20. ARTICLES

If there is a conflict or inconsistency between the provisions of this agreement and the Articles, the provisions of this agreement shall prevail, except that nothing in this agreement shall constitute or be deemed to constitute:

20.1 an amendment to the Articles; or

20.2 an unlawful fetter on the Company's statutory powers to alter the Articles.

21. ASSIGNMENT

This agreement is binding upon and shall enure for the benefit of the successors of the Parties but shall not be assignable.

22. AMENDMENT AND WAIVER

22.1 No variation of this agreement shall be effective unless it is made in writing, refers specifically to this agreement and is signed by the parties.

22.2 No waiver of any term, provision or condition of this agreement shall be effective except to the extent made in writing and signed by the waiving party.

22.3 No omission or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver by it of any right

to exercise it in future or of any other of its rights under this agreement.

22.4 Completion of this agreement does not constitute a waiver by any Party of any breach of any provision of this agreement whether or not known to that Party at that time.

23. TIME OF ESSENCE

Unless otherwise expressly provided, time shall be of the essence of this agreement both as to any time, date or period mentioned in this agreement and to any time, date or period substituted by agreement of the Parties.

24. NOTICES

24.1 Any notice or other document to be served under this agreement must be in writing and may be delivered or sent by pre-paid first class letter post or facsimile transmission to the Party to be served at that Party's address above or at such other address or number as that Party may from time to time notify in writing to the other Parties to this agreement provided that notice shall only be deemed to have been properly served on the Council or on TEC respectively if it is delivered or addressed to the County Secretary in respect of the Council or the Chief Executive in respect of TEC or such other official of the Council or TEC as the Council or TEC as appropriate may nominate for that purpose and notify in writing to the other Parties;

24.2 Any notice or document shall be deemed served:

24.2.1 if delivered, at the time of delivery;

24.2.2 if posted, 48 hours after posting; and

24.2.3 if sent by facsimile transmission, at the time of transmission if between the hours of 9.00 am and 5.00 pm on Monday to Friday being a Business Day or otherwise at 9.00 am on the next succeeding Business Day.

24.3 In proving service (without prejudice to any other means):

24.3.1 by post, it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this clause;

24.3.2 by facsimile, that the notice or document was duly received by production of a copy fax bearing the addressee's answerback code or automatic record of correct transmission.

25. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this agreement shall not affect the other provisions of this agreement.

26. EXECUTION

This agreement may be executed in any number of counterparts and by the several Parties on separate counterparts each of which when so executed shall be an original but all counterparts shall together constitute one and the same instrument.

27. COSTS

27.1 Each of the Council and TEC shall pay its own costs and expenses in relation to the negotiation, preparation, execution and implementation of this agreement subject to the provisions of clause 28.2.

27.2 Unless unanimously agreed otherwise by the Council and TEC the Council and TEC shall share equally and shall pay within 30 days of completion hereof

27.2.1 the costs including professional fees of formation of the Company;

27.2.2 the costs including professional fees of preparation of this agreement;

27.2.3 the costs including professional fees of the preparation of the Memorandum and Articles of Association of the Company;

27.2.4 the costs including professional fees of the preparation of the business plan of the Company.

28. ENTIRE AGREEMENT

28.1 This document constitutes the entire agreement between the Parties in connection with its subject matter.

28.2 This agreement supersedes any prior agreements, understandings and arrangements between the Parties and any representations, warranties, promises or assurances (oral or written) relating to its subject matter.

29. FORCE MAJEURE

29.1 None of the Parties shall be liable to any other Party or be deemed to be in breach of this agreement by reason of any delay in performing, or failure to perform, any of its obligations under this agreement where the event or circumstances giving rise to such delay in performance or inability to perform arises subsequent to the date hereof if the delay or failure was caused by any strike, lockout or other industrial action, Act of God, war or threat of war, accidental or

malicious damage, or prohibition or restriction by governments or other legal authority.

29.2 A party claiming to be unable to perform its obligations under this agreement (either on time or at all) in any of the circumstances set out in clause 29.1 must immediately notify and keep informed the other Parties of the nature and extent of the circumstances in question.

29.3 This clause 29 shall cease to apply when such circumstances have ceased to have effect on the performance of this agreement.

29.4 If any circumstance relied on by any of the Parties for the purposes of this clause 29 continues for more than six months, any of the other Parties shall be entitled to terminate this agreement by one month's notice.

30. REGISTRATION

Notwithstanding any other provisions of this agreement, no provision by virtue of which this agreement (or any agreement or arrangement of which it forms part) is subject to registration under the Restrictive Trade Practices Acts 1976 and 1977 shall take effect until the day after the required particulars of it have been furnished to the Director General of Fair Trading in accordance with the requirements of those Acts. The parties undertake to submit the required particulars within 30 days from the date of this agreement.

31. LAW AND JURISDICTION

31.1 This agreement shall be governed by and construed in all respects in accordance with English law.

31.2 The parties hereby submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or difference arising in respect of this agreement and agree that, in respect of proceedings in England or any



other jurisdiction, process may be served on any of them in the manner specified for notices in clause 25.

31.3 The rights set out in this clause 32 are in addition to any other manner of service permitted by law.

32. CONTROLLED, INFLUENCED AND ARM'S LENGTH COMPANIES

The Parties including the Company hereby agree to, and to procure that any director appointed by any of them shall undertake such matters as are required to secure compliance by the Council and the Company with any applicable provisions of the Local Government and Housing Act 1989 or any regulations, or order, introduced pursuant thereto relating to controlled and influenced companies and arm's length companies or otherwise relating to the Company provided always that the Director's or Company's obligations under this Clause 33 shall relate only to those provisions applicable to the extent that they are within the legal power of the Company or Director as the case may be to procure.

33. THE CONTRACT

33.1 For the avoidance of doubt, the Parties acknowledge that neither TEC nor the Council shall be obliged to provide any guarantee of the obligations of the Company under the Contract

33.2 On completion of this Agreement TEC and the Company undertake to negotiate in good faith and then enter into a Statement of Arrangements relating inter alia to youth training.

34. EMPLOYEES

34.1

34.1.1 The Council and the Company acknowledge and agree that, pursuant to the Regulations, the contracts of employment between the Council and the Employees (save insofar as such contracts relate to any occupational pension scheme) will

have effect after the Transfer Date as if originally made between the Company and the Employees. The transfer of such contracts of employment shall be subject to the remaining provisions of this clause.

34.1.2 Upon or as soon as practicable after the Transfer Date the Council and the Company shall make an agreed joint announcement to the Employees regarding the transfer of their contracts of employment as referred to in clause 34.1.

34.2 The Council shall indemnify and keep indemnified the Company against:-

34.2.1 any claim against the Company in connection with the termination of the employment of any of the Employees by the Council prior to the Transfer Date and against all costs, damages, fines, judgments, expenses and liability whatsoever reasonably incurred in relation to any such claim; and

34.2.2 all actions, proceedings, costs, claims, demands, awards, fines, orders and liabilities whatsoever arising in connection with the employment by the Council of the Employees, or of any TUPE employee as that term is defined by clause 34.4 prior to the Transfer Date including but without prejudice to the generality of the foregoing any claim by any of the Employees or any of the TUPE employees arising or alleged to arise wholly or partly from any act or omission of the Council.

34.3 All salaries, wages, bonuses and other emoluments, all statutory contributions and all income tax deductible

under PAYE for which the Council is accountable, all employer's contributions to the Council's pension and insurance schemes or scheme and all other employment costs and holiday pay (including any accrued holiday pay) in respect of Employees shall be borne by the Council in respect of the period prior to the Transfer Date and whether or not due for payment at such date and in respect of the period from the Transfer Date shall be borne by the Company and shall if necessary be apportioned on a time basis.

34.4 If any contract of employment of a person (a "TUPE employee") who is not one of the Employees is deemed to have been effected between the Company and such person as a result of the provisions of Regulation 5 of the Regulations, then:-

34.4.1 the Company may, within 20 Business Days of becoming aware of the application of Regulation 5 to any such contract, give notice to terminate such contract; and

34.4.2 the Council shall indemnify and hold harmless the Company against any costs, claims, liabilities and expenses of any nature arising out of or in connection with such termination and against any sums payable to or in relation to such person in respect of his employment from the Transfer Date to the date of such termination

34.4.3 the Council shall when reasonably required to do so by the Company assist the Company in taking and/or defending any proceedings by and/or against the Company in connection with the termination of such contract of employment.

- 34.5 The Council shall indemnify and hold harmless the Company against all claims by any Employee or by any representative trade union by virtue of:-
- 34.5.1 Regulations 10 and 11 of the Regulations arising out of the failure of the Council to inform and consult with the trade union representatives with regard to affected employees as defined in the Regulations provided that the Company shall have complied prior to the Transfer Date with the requirements of Regulation 10(3)
- 34.5.2 any termination of the employment of any Employee (or on any resignation of any Employee) prior to the Transfer Date provided that such termination or resignation does not result from any statement or act by or on behalf of the Company prior to the Transfer Date.
- 34.6 In relation to the Employees the Council warrants to the Company in the form of the warranties contained in schedule 9 hereof.
- 34.7 As far as the Council is lawfully able the Council shall provide for the continued membership of the employees in the Local Government Superannuation Scheme ("the Scheme") after the date hereof and shall (insofar as it is lawfully able) provide any requisite guarantee in relation to such continued membership. To the extent that the employees are not legally able to remain members of the Scheme the Company shall as soon as possible after the date hereof procure that the employees are admitted to a pension scheme offering no less favourable terms than the Scheme.

IN WITNESS of which the Parties have executed this agreement on the date specified above as follows:

SCHEDULE 1  
The Agreed Business

The Agreed Business comprises the following activities which activities shall be carried on as and only if they constitute public services otherwise than for the purpose of gain:-

- A. The provision of relevant services as defined in Section 8 of the Employment and Training Act 1973 as substituted by Section 45 of the Trade Union Reform and Employment Rights Act 1993 and other related services to both children and adults including without limitation:-
1. the giving of assistance by collecting or disseminating or otherwise providing information about persons seeking obtaining or offering employment, training and education;
  2. offering advice and guidance;
  3. the provision of counselling services;
  4. training teachers and others to provide guidance and counselling services;
  5. the provision of such other services as shall in the reasonable opinion of the Board facilitate the provision of the relevant services and related services mentioned in this Schedule 1.

SCHEDULE 2

Articles of Association

Company No 2993054

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SHROPSHIRE CAREERS SERVICE LIMITED

(Adopted by special resolution  
passed on . 1995)

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Dibb Lupton Broomhead  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

DRAFT 1 : 24.03.95  
Ref : SJM/WPUNIT

Tel: 0121 200 1188



THE COMPANIES ACTS 1985 AND 1989  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
SHROPSHIRE CAREERS SERVICE LIMITED

(Adopted by special resolution passed on . 1995)

PRELIMINARY

1. The regulations contained in Table A in the schedule to the Companies (Table A to F) regulations 1985 (as amended) ("Table A") shall apply to the company unless or to the extent that they are excluded or modified by, or are inconsistent with, these articles and, with these articles, shall constitute the articles of association of the company.
2. References in these articles to numbered regulations shall, unless the context requires otherwise, be deemed to be references to regulations in Table A. Regulations 38, 41, 50, 59, 60, 61, 64, 67, 73 to 81 inclusive, 90, 94, 95, 115, 117 and 118 shall not apply.
3. Where an ordinary resolution of the company is required for any purpose, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required for any purpose, a special resolution shall also be effective.

SHARE CAPITAL

4. The Share Capital of the company at the date of adoption of these Articles is £1,000 divided into 1,000 Ordinary Shares of £1.00 each.

5. The directors are generally and unconditionally authorised, for the purposes of section 80 of the Act, at any time or times during the period of five years after the date of adoption of these articles, to allot, grant options over, offer or otherwise deal with or dispose of relevant securities (as defined in the said section 80) to such persons on such terms and conditions and at such times as the directors think fit unless previously renewed, varied or revoked by the company in general meeting, and the maximum amount of relevant securities which may be allotted pursuant to such authority shall be the authorised but as yet unissued share capital of the company at the date of adoption of these articles or, where the authority is renewed, at the date of renewal.
6. The directors shall be entitled, pursuant to the authority conferred by article 5 or any renewal of such authority, to make any offer or agreement at any time before its expiry which would or might require relevant securities of the company to be allotted after expiry of such authority, and to allot relevant securities pursuant to such offer or agreement.
7. In accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the company.

#### LIEN

8. The lien conferred by regulation 8 shall extend to fully paid shares and to all shares registered in the name of any person indebted or under liability to the company whether as a member or not and whether he is the sole registered holder or one of several joint holders, and regulation 8 shall be modified accordingly.

#### TRANSFER OF SHARES

9. The instrument of transfer of a share must be in writing and regulation 23 shall be modified accordingly.

10. 10.1 Any member desiring to transfer or dispose of any Ordinary Shares (the "Vendor") shall give notice in writing (a "transfer notice") to the company of such desire. A transfer notice shall constitute the company the agent of the Vendor for the sale of the shares specified in it (the "Sale Shares") at the price fixed in accordance with clause 10.5 below (the "Sale Price") and may not be withdrawn without the consent of the directors.
- 10.2 The directors shall offer such shares to the members then holding the remaining Ordinary Shares pro rata as nearly as may be to their existing holdings of Ordinary Shares and such offer may specify a time in which, if not accepted, it will be deemed to be refused. The directors shall invite each member to state in writing whether he is willing to purchase any of the Sale Shares so offered and the maximum number he is willing to purchase. If all such members do not accept their entitlement, the unaccepted shares shall be distributed amongst those claiming additional shares pro rata as nearly as may be to their existing holdings of Ordinary Shares, but no member shall be bound to take more shares than those he has claimed. The directors may select as a purchaser of any share not taken up in accordance with this article any person whom they desire to admit to membership.
- 10.3 If the directors shall pursuant to article 10.2, find a purchaser for any of the Sale Shares, the Vendor shall be bound, on receipt of the Sale Price, to transfer such shares accordingly. If he shall fail to do so, the company may appoint any person to make a transfer on his behalf and may receive and hold the purchase money on trust for the Vendor without interest against delivery of the certificate for such shares. The receipt of the company shall be good discharge for the purchaser, who shall be registered as the holder of the share so transferred to him, and his title

shall not be affected by any irregularity in the proceedings.

10.4 If the directors shall not have found a purchaser for any of the Sale Shares pursuant to article 10.3, the Vendor shall be free to sell and transfer such Sale Share to any person at a price no less than that at which the Sale Shares were offered for sale under clause 10.2 for a period of three months.

10.5 The Sale Price shall be the price agreed between the members or, failing agreement, the price certified to the members by the Auditors of the company ("the Auditors"). For this purpose, the Auditors shall, at the request of any member, determine the Sale Price value on a date no later than 40 days after the date of service of a Transfer Notice. The Sale Price of the Shares being transferred shall be determined in the following manner:

10.5.1 by valuing the entire issued ordinary share capital of the company at the net asset value of the company as shown in the last audited accounts of the company provided that the Auditors shall have regard to the latest management accounts and if they reasonably believe that the net asset value as shown in the last audited accounts has materially changed they shall make such adjustments as they consider reasonably appropriate to the Sale Price;

10.5.2 by disregarding the fact (if relevant) that the shares to be transferred may represent a minority shareholding.

11. The Auditors shall act as experts and not as arbitrators, and their expenses, together with all legal costs incurred in connection with the transfer of shares, shall be borne rateably in proportion to

the number of shares owned by each member immediately before the transfer.

#### **PURCHASE OF OWN SHARES**

12. The company shall have no power to purchase its own shares and Regulation 35 shall not apply to the company.

#### **NOTICE OF GENERAL MEETINGS**

13. Regulation 37 shall be modified by deleting the words "eight weeks" and substituting instead the words "28 days".
14. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting, other than a meeting called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:
  - 14.1 in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
  - 14.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or, if no such elective resolution is in force, a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

#### **PROCEEDINGS AT GENERAL MEETINGS**

15. If a quorum is not present within half an hour of the time appointed for a general meeting, or if during a meeting such a

quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such day and at such time and place as the directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

16. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote, and regulation 46 shall be modified accordingly.
17. Regulation 53 shall be modified by adding the following sentence at the end: "If such a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly".
18. A member of the company which is a corporation may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the company or at any meeting of any class of members of the company. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member. Unless the directors otherwise decide, a copy of such authority certified notarially or in some other way approved by the directors shall be left at or sent by post or facsimile transmission to the office or such other place within the United Kingdom as the directors may determine before such representative is entitled to exercise any power on behalf of the corporation which he represents.

#### VOTES OF MEMBERS

19. Regulation 57 shall be modified by including after the word "shall" the phrase "unless the directors otherwise determine".
20. On a show of hands or on a poll, votes may be given either personally or by proxy. Deposit of an instrument of proxy shall

not preclude a member from attending and voting at the meeting or at any adjournment.

21. An instrument appointing a proxy shall be in writing in any form which is usual or in such other form which the directors may approve, and shall be executed by or on behalf of the appointor.
22. Regulation 62 shall be modified by deleting from paragraph (a) the words "deposited at" and by substituting instead the words "left at or sent by post or by facsimile transmission to", by substituting in paragraph (a) the words "one hour" instead of "48 hours" and by substituting in paragraph (b) the words "one hour" instead of "24 hours".

#### NUMBER OF DIRECTORS

23. Unless otherwise determined by ordinary resolution, the maximum number of directors (other than alternate directors) shall be 9 and the minimum number shall be one.
24. When one director only is in office he shall have power only to call and shall forthwith call a general meeting of the members to consider and if thought fit approve the appointment of further directors.

#### ALTERNATE DIRECTORS

25. For the purposes of voting at Board Meetings a director appointed by the Council under article 29.1.1 may appoint any other Council appointed director to be an alternate director on his behalf and a director appointed by TEC under 29.1.2 may appoint any other TEC appointed director as alternate director on his behalf and the Chief Executive Officer of the company may appoint any other director as alternate director on his behalf and any person so appointed need not be approved by resolution of the directors, and regulation 65 shall be modified accordingly PROVIDED THAT written notice of the appointment of the alternate director signed by the

director so appointing the alternate shall be produced to any Board Meeting at the commencement of such meeting at which it is proposed that the alternate shall vote. For the avoidance of doubt an alternate director shall not count in the quorum of board meetings in his capacity as alternate director.

26. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors and regulation 66 shall be modified accordingly.
27. Regulation 68 shall be modified by adding the following sentence at the end: "Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors".

#### POWERS OF DIRECTORS

28. The directors may exercise all the powers of the company to borrow money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, either outright or as security for any debt, liability or obligation of the company or of any third party.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

29. The directors shall not be subject to retirement by rotation. Reference in any regulation to retirement by rotation shall be disregarded.

##### 29.1

- 29.1.1 For so long as Shropshire County Council ("the Council") shall hold shares in the company the Council may appoint up to four directors to the Board of Directors of the company so that at any



given time there may be up to four directors appointed by the Council.

29.1.2 For so long as Shropshire Training and Enterprise Council Limited ("TEC") shall hold shares in the company TEC may appoint up to four directors to the Board of Directors of the company so that at any given time there may be up to four directors appointed by TEC.

29.2 Any appointment under article 29.1.1 or 29.1.2 shall be made by notice in writing signed by a duly authorised representative of TEC or the Council (as appropriate) served at the registered office of the company and be effective subject to the provision of this article forthwith upon service of such notice. Each of TEC and the Council shall be entitled from time to time to remove from office any director so appointed by them respectively and to appoint another director in the place of any director who may have been removed or who otherwise may have vacated office.

29.3 In addition a director who shall be the Chief Executive Officer may be appointed by resolution of the Board who shall hold office for such period and upon such terms of employment as shall be agreed by the Board.

29.4

29.4.1 The right to appoint and to remove directors under article 29.1 shall cease forthwith upon TEC or the Council ceasing to hold any shares in the company and upon such date the appointed directors of the member no longer holding shares shall forthwith be treated as having resigned.

29.4.2 In the event that TEC or the Council cease to hold any shares in the company, the rights of TEC and/or the Council (as appropriate) to appoint directors

under article 29.1 shall pass to the person or persons which alone or together hold the majority of the shares formerly held by the Council or TEC as relevant.

29.5 There shall be appointed from among the directors nominated by the Council and by TEC a Chairman of the Board ("the Chairman") who shall hold office for one year at a time. The Chairman shall be appointed by the directors nominated by the Council for one year following the date of adoption of these articles and for the following year by the directors nominated by TEC and thereafter in turn on a yearly basis by the directors nominated by the Council and the directors appointed by TEC alternately. The Chairman shall upon an equality of votes cast on any Board Resolution have a casting vote in addition to any other vote he may have as a director at Board Meetings except that the Chairman shall have no casting vote

29.5.1 on any resolution for the appointment or removal of the Chief Executive Officer of the company from time to time; or

29.5.2 at any time when the post of Chief Executive Officer of the company shall be vacant;

30. No person shall be or become incapable of being appointed a director by reason only of his having attained the age of 70 years or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no director shall vacate his office at any time by reason only of the fact that he has attained the age of 70 years or any other age. Section 293 of the Act shall not apply to the company.

31. A director is not required to hold any qualification shares in the company.

## DISQUALIFICATION AND REMOVAL OF DIRECTORS

32. The office of a director shall be vacated at once if:-
- 32.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
  - 32.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 32.3 he is, or may be suffering from mental disorder and either:-
    - 32.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - 32.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - 32.4 he resigns his office by notice to the Company; or
  - 32.5 he and his alternate if any shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
  - 32.6 being an elected Councillor he shall be removed from his elected office or fail to gain re-election; or

- 32.7 being an employee of his appointor he shall cease for whatever reason to be so employed; or
- 32.8 a written notice is received by the Company from an appointing body revoking the appointment of that appointing body's director; or
- 32.9 the body which appointed the director shall cease for whatever reason to hold any shares in the Company; or
- 32.10 on the director reaching his 75th birthday; or
- 32.11 he commits in the opinion of the Board any act of gross misconduct or commits, repeats or continues (after written warning) any other breach of his obligations under the Articles or of his obligations to the Company; or
- 32.12 he is guilty of any conduct which in the reasonable opinion of the Board brings or is liable to bring him or the Company into disrepute; or
- 32.13 he is convicted of any criminal offence (excluding an offence under road traffic legislation in the United Kingdom or elsewhere for which he is not sentenced to any term of imprisonment whether immediate or suspended); or
- 32.14 he commits any act of dishonesty whether relating to the Company, and of its employees or otherwise

#### PROCEEDINGS OF DIRECTORS

33.

- 33.1 Regulation 88 shall be modified by deleting the third sentence and substituting instead the following sentence:  
"Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom provided that, if he is absent from the United Kingdom, he has given to the

company an address outside the United Kingdom to which notices should be sent."

- 33.2 The quorum for holding Board meetings shall be five directors in attendance in person and for the avoidance of doubt the Chief Executive Officer of the company shall not count in the quorum (and shall not be entitled to vote at Board meetings) in relation to any matter concerning his appointment or reappointment as a director or the terms of his employment with the company.

34.

- 34.1 Any director or his alternate may validly participate in a meeting of directors or a committee of directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of directors shall, for the purposes of these articles, be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors even if fewer than two directors or alternate directors are physically present at the same place. 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 chairman of the meeting then is.
- 34.2 A resolution in writing (which may be on one or more identical documents) signed by all the directors shall be valid and effective as if it had been passed at a duly convened Board meeting.

## DIRECTORS' APPOINTMENTS AND INTERESTS

35. Any director who is interested whether directly or indirectly in any proposed or existing contract, transaction or arrangement with the company must declare such an interest and shall not be eligible to vote at any meeting as regards any part of the business which includes such proposed contract transaction or arrangement. For this purpose any director who is appointed by the Council under Article 29 shall not be regarded as being interested in any proposed contract transaction or arrangement with the Council.
36. Subject to clause 3.33 of the Memorandum of Association a director, may hold any other office or place of profit under the company (other than the office of auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the directors may determine, and no director or intending director shall be disqualified by his office from contracting with the company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the company in which any director is in any way interested, be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship established by his holding of that office.
37. Subject to clause 3.33 of the Memorandum of Association any director may act by himself or through his firm in a professional capacity for the company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director provided that nothing contained in this article shall authorise a director or his firm to act as auditor to the company.

## THE SEAL

38. In accordance with section 39 of the Act, the company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

## DIVIDENDS

39. The company may not declare dividends and regulations 102 to 108 inclusive shall not apply to the company.

## NOTICES

40. Any notice required by these articles to be given by the company other than notice of a general meeting may be given by facsimile transmission and regulations 111 and 112 shall be modified accordingly.
41. Regulation 112 shall be modified by deleting the last sentence and substituting instead the following: "Any member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address".
42. Any notice sent to any member (or any other person entitled to receive notices under the articles) by the company by post to an address within the United Kingdom shall be deemed to have been given within 24 hours (if prepaid as first class) and within 48 hours (if prepaid as second class) after the notice has been posted. Any such notice sent by post to an address outside the United Kingdom shall be deemed to have been given within 72 hours after it has been posted, if prepaid as airmail. Any such notice sent by facsimile transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. In proving the giving of notice, by post, it shall be sufficient to prove that the envelope containing the same was properly addressed, prepaid and posted, and, by facsimile transmission, that the notice was received by production of a copy fax bearing the addressee's

answerback code or automatic record of correct transmission. Any notice not sent by post but left at a member's registered address shall be deemed to have been given on the day it was left there. Notwithstanding the foregoing provisions of this article no notice shall be deemed to be served upon any member who is a local authority unless clearly marked for the attention of such officer of the local authority as shall be notified to the company by the local authority for the purpose from time to time.

43. Regulation 116 shall be modified by deleting the words "within the United Kingdom".

#### INDEMNITY AND INSURANCE

44. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, auditor or other officer or employee of the company shall be indemnified out of the assets of the company against all costs, charges, expenses, losses, damages and liabilities which he may sustain or incur in or about the execution of his duties or the exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or employee of the company in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without any finding or admission of material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.
45. The directors may exercise all the powers of the company to purchase and maintain for any director, auditor or other officer (including former directors and other officers) or any other person insurance against any liability for negligence, default, breach of



duty or breach of trust or any other liability in relation to the affairs of the company which may lawfully be insured against.

SCHEDULE 3

Memorandum of Association

Company No 2993054

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SHROPSHIRE CAREERS SERVICE LIMITED

Incorporated the 22nd day of November 1994

---

Dibb Lupton Broomhead  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

Tel: 0121 200 1188

DRAFT 1: 25.03.95  
REF: SJM\WPUNIT

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
OF  
SHROPSHIRE CAREERS SERVICE LIMITED

1. The Company's name is Shropshire Careers Service Limited<sup>1</sup>
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - 3.1 To provide relevant services as that term is defined in section 8 of the Employment and Training Act 1973 as substituted by section 45 of the Trade Union Reform and Employment Rights Act 1993 to both children and adults in the County of Shropshire and/or other related services which for the avoidance of doubt shall include:-
    - 3.1.1 the giving of assistance by collecting or disseminating or otherwise providing information about persons seeking, obtaining or offering employment, training and education;

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<sup>1</sup> The Company was incorporated with the name Broomco (869) Limited and changed its name to Shropshire Careers Service Limited by Special Resolution dated 9 March 1995.

- 3.1.2 the offering of advice and guidance;
- 3.1.3 the provision of counselling services;
- 3.1.4 training teachers and others to provide guidance and counselling services;

and the Company shall have the following powers exercisable in pursuance of its said objects but not otherwise, namely:-

- 3.2 To carry on any other trade or business whatever which can, in the reasonable opinion of the directors, be advantageously carried on by the Company in connection with or as ancillary to any of the businesses of the Company.
- 3.3 To buy, sell, manufacture, repair, alter, improve, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in this memorandum, or which are likely to be required by customers or other persons having, or about to have, dealings with the Company.
- 3.4 To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- 3.5 To acquire, undertake and carry on the whole or any part of the business, assets and liabilities of any person or company carrying on any business which may, in the opinion of the directors, be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of, or render profitable any of, the Company's property or rights, or any property suitable for the purposes of the Company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the

sharing of profits, mutual assistance, co-operation, joint venture, reciprocal concession, or otherwise with any company or with any employees of the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue (with or without guarantee) or otherwise deal with the same.

- 3.6 To enter into any arrangements with any government or authority (national, international, supreme, municipal, local or otherwise) which may, in the opinion of the directors, be 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, in the opinion of the directors, is desirable, and to carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges and concessions.
- 3.7 To apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections, concessions and the like, and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and researching, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- 3.8 To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration for so doing or advantage from so doing, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking,

property and assets (present and future) and uncalled capital of the Company or by any other means whatever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any relative costs or expenses whether on any stocks, shares or securities or otherwise) by any company, including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company (each as defined by section 736 of the Companies Act 1985) or of the Company's holding company (as so defined) or any company which is, for the time being, a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other company whatever. For the purposes of this sub-clause 3.8, "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company.

- 3.9 To promote, finance or assist any other company for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may, in the opinion of the directors, be directly or indirectly calculated to benefit the Company or enhance the value of any property of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of such company.
- 3.10 To pay, out of the funds of the Company, all or any expenses (but only those which the Company may lawfully pay) of or incidental to the formation, registration, promotion and

advertising of or raising money for the Company and the issue of its capital, including those expenses incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for, or taking, placing or underwriting or procuring the underwriting of, shares or other securities.

- 3.11 To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise as may be thought expedient subject to clauses 3.33 and 3.34 of this Memorandum of Association.
- 3.12 To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform subcontracts.
- 3.13 Generally to purchase, take on lease or exchange, hire or by other means acquire any real or personal property and any rights or privileges over or in respect of it.
- 3.14 To invest and deal with the monies of the Company in such manner as may from time to time be determined by the directors and to hold or otherwise deal with the investment made.
- 3.15 To receive money on deposit or on loan on such terms as the directors of the Company may approve.
- 3.16 To lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender.
- 3.17 To borrow or raise money in any manner, or secure repayment of any money borrowed or raised in such manner as the directors shall approve and in particular by the issue of



debentures or debenture stock, perpetual or otherwise, charged on all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

- 3.18 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.19 To remunerate any person, firm or company for rendering services in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company, either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part, or otherwise as may be thought expedient subject to clauses 3.33 and 3.34 of this Memorandum of Association.
- 3.20 To subscribe for either absolutely or conditionally, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest.
- 3.21 To sell, lease, exchange, let on hire, or otherwise dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall think fit, and in particular for shares, whether fully or partly paid up, debentures or securities of any company purchasing the same, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop,

sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company.

- 3.22 To adopt such means of making known the businesses and products of the Company as may, in the opinion of the directors, seem expedient and, in particular, by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- 3.23 To support, subscribe or contribute to relevant professional associations or bodies in relation to relevant services which may be for the benefit of the Company or its directors, officers and employees of the Company.
- 3.24 To grant pensions, gratuities, annuities or charitable aid and generally to provide advantages, facilities and services to any person (including any directors or former directors) who may have served the Company or its predecessors in business or any subsidiary or associated company or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts, schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives.
- 3.25 To establish and contribute to any scheme for the purchase of or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company or any subsidiary or associated company, and to lend money to

such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

- 3.26 To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may, in the opinion of the directors, seem calculated, directly or indirectly, to promote the Company's interests, and to oppose any proceedings or applications which may, in the opinion of the directors, seem calculated directly or indirectly to prejudice the Company's interests.
- 3.27 To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.
- 3.28 To purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of any other company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect) or who is or was at any time trustee of any retirement benefits scheme or any other trust in which any such officer or employee or former officer or employee is or has been interested, indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against.

- 3.29 To provide services of any description to any persons and to carry on business as advisers, consultants, brokers and agents of any kind in relation to goods or services of any description and to provide management, personnel and training services.
- 3.30 To pay or settle any claims made against the Company (whether legally enforceable or not) and to do so either with or without receiving any payment or other consideration of benefit for it and either in connection with any other business activity or transaction or by itself.
- 3.31 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.
- 3.32 To do all such other things as are, in the opinion of the directors, incidental or conducive to the attainment of the Company's objects, or the exercise of its powers or any of them.

AND SO THAT:

- 3.33 The income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association. No portion of the income and property of the Company shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.

Provided that nothing herein shall prevent any payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Company, in return for the services actually rendered to the Company, nor prevent the

payment of interest at a reasonable and proper rate of interest on money lent, or reasonable and proper rent for premises demised or let by any member to the Company; but so that no Director other than any Chief Executive Officer of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Director of the Company except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any payment to any company of which a Director may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

- 3.34 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 or distributed among the members of the Company, but shall, after due provision has been made for the continuance of any pensions or allowances to retired employees of the Company, or to dependants of deceased employees in accordance with any pension scheme for the time being in force at the date of winding-up or dissolution, ~~either~~ be given or transferred to some other company providing public services otherwise than for the purpose of gain ~~or to some other charitable institution or institutions~~ provided that ~~in either case~~ the said recipient or recipients have objects similar to the objects of the Company which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 3.33 hereof, such company or companies ~~or charitable institution or institutions~~ to be determined by the members of the
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Company at or before the time of winding-up or dissolution, and if and so far as effect cannot be given to such provision, then to some ~~other~~ charitable object similar to the objects of the Company generally.

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3.35 The word "company" in this clause (except where used in reference to the Company) shall be deemed to include any person or partnership or other body of persons, whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa.

3.36 The expression "the Act" in this clause means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any modification or re-enactment of that provision for the time being in force.

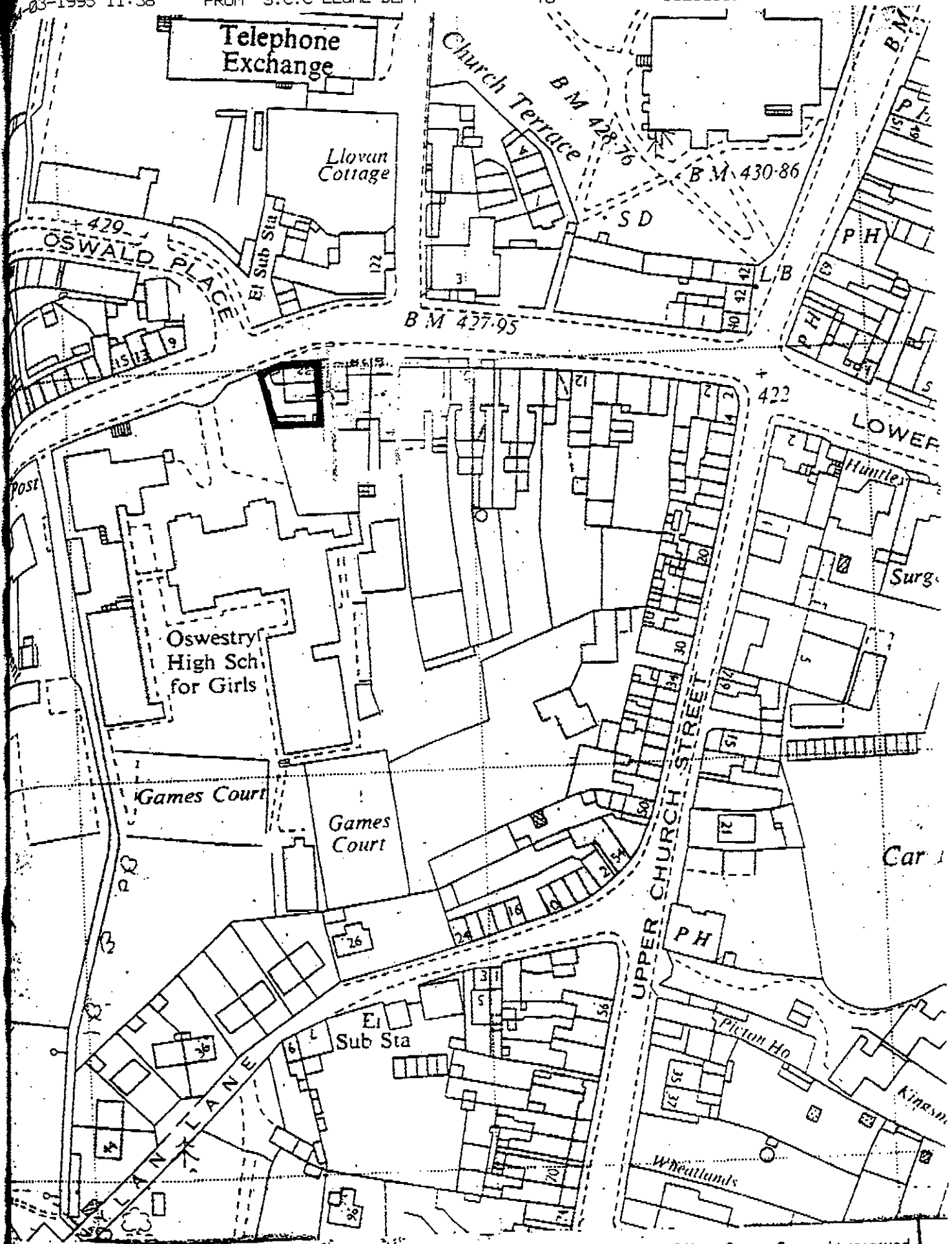
4. The liability of the members is limited.

5. The Company's share capital is £1000 divided into 1000 shares of £1.00 each.

#### SCHEDULE 4

##### Assets to be transferred by the Council

1. Careers Office, 32 Upper Brook Street, Oswestry as shown for the purposes of identification only edged in red on the plan annexed to this Schedule 4.
2. The items contained on the list marked B annexed to this Schedule 4.



Upon the Ordnance Survey map with the sanction of the Controller of H.M. Stationery Office. Crown Copyright reserved.

**SHROPSHIRE COUNTY COUNCIL**  
 N.V. BUNKER DIP. ARCH. F.R.I.B.A.  
 CITY ARCHITECT, THE SHIREHALL  
 BY FOREGATE, SHREWSBURY

Job *OSWESTRY GIRLS HIGH SCHOOL*

Scales *1/250*

Date *Mar '74*

*1/250*

*1/250*



Item of Items	HQ	BN	Lud	Mad	Mkr Dray	Cak	Csw	Shrews	Well	Totals	Item
Adaptors (4 plug)	3	2	2	1	2	2	1	4	1	18	Adaptors (4 plug)
Angle Poise Lamp	2		1			1				4	Angle Poise Lamp
Audio Machine	1		1							2	Audio Machine
Baskets (Wire)			10		10				19	39	Baskets (Wire)
Bin	10	5	6	7	4	10		17	16	75	Bin
Blinds					4			15		19	Blinds
Boards								19		19	Boards
Bookcases	7	3	4	1	2	2	2		7	28	Bookcases
Bookstand (5 shelf metal)			1							1	Bookstand (5 shelf metal)
Cabinet (desk top - 5 drawers)			1							1	Cabinet (desk top - 5 drawers)
Calculator	5							1		6	Calculator
Carpet Strip								1		1	Carpet Strip
Cassette Recorder	2	1	1	2		2	1	2	1	12	Cassette Recorder
Card Index cabinet			1							1	Card Index cabinet
CD Rom Drive Cumana/Sydos	2	2	2	2	2	1			1	10	CD Rom Drive Cumana/Sydos
Chair	31	24	22	10	22	23	28	55	45	260	Chair
Chairs (Executive)	5									5	Chairs (Executive)
Clock	2	1			1	1		1	4	10	Clock
Coat Stand	4					1			3	8	Coat Stand
Coffee Maker	1					1				2	Coffee Maker
Computer (Amstrad)									1	1	Computer (Amstrad)
Computer (IBM)	3	2	2	2	2	1	2	1	3	18	Computer (IBM)
Computer Opus	1					1		1		3	Computer Opus
Computer Osicom	1									1	Computer Osicom
Computer Sirius	1	1	1	1	1	1	1	2	1	10	Computer Sirius
Computer Toshiba laptop	2	1	1	1	1	1	1	1	1	10	Computer Toshiba laptop
Computer VDUs	3									3	Computer VDUs
Cooker (baby bellington)		1					1			2	Cooker (baby bellington)
Copy Holder	4	1			1				2	8	Copy Holder
Cunboard	3	1	1	1	2		4			12	Cunboard
Desk	15	6	5	6	4	8	6	5	17	72	Desk
Dictation Machine	4	1	1					3	1	10	Dictation Machine
Display Stand with Lights							1	2		3	Display Stand with Lights
Duplicator									1	1	Duplicator
Dustbin					1					1	Dustbin
Extension Leads					4			1		5	Extension Leads
Fan	2	1				1		1	1	6	Fan
Fan/Convactor Heater	7	4	7	3	3	1	1	1	2	29	Fan/Convactor Heater
Fax Machine	1	1	1	1	1	1	1	1	1	9	Fax Machine
Filing Cabinet	1					1		1		3	Filing Cabinet
Filing Cabinet (10 drawers)	1								10	11	Filing Cabinet (10 drawers)
Filing Cabinet (10 small drawers)	7									7	Filing Cabinet (10 small drawers)
Filing Cabinet (four drawer)	12	8	6	10	3	7	6	6	14	72	Filing Cabinet (four drawer)
Filing Cabinet (two drawer)	7	1		2		4		13	2	29	Filing Cabinet (two drawer)
Filing Cabinet (seven drawer)	1	2	3	2	3	2	4	7		24	Filing Cabinet (seven drawer)
Filing Cabinet (small 4 drawer)	1	1	1			19				22	Filing Cabinet (small 4 drawer)
Filing Trays	6								13	19	Filing Trays
Filing Tray Stand									2	2	Filing Tray Stand
Fire extinguisher	3	2	2	2	2	2	2	2	2	19	Fire extinguisher
Flip Chart Stand	1								1	2	Flip Chart Stand
Guillotine	1	1	1	1	1			1	1	7	Guillotine
Hole Punch	1	1	1	1	1	1	1	1	1	9	Hole Punch
Kettle	1	1	1	1	1	1	1	2	1	10	Kettle
Ladder	1					1				2	Ladder
Lights (wall - display)								11		11	Lights (wall - display)
Microwave	1			1		1				3	Microwave

Category of Items	HQ	BN	Lud	Mad.	Mkr Dray	Oak	Csw	Shrews	Well	Tornis	Item
Telephone (0585 58)	1										1 Mobile Telephone (0585 585"
Telephone (0585 58)	1										1 Mobile Telephone (0585 585"
(Prism)	1										1 Modem (Prism)
	5	2	1	1	1	1	1	2	2		16 Mouse
Board	1					1			2		4 Nobo Board
Boards					1				15		19 Notice Boards
Overhead Projector	1										1 Overhead Projector
Overhead Projector Trolley	1										1 Overhead Projector Trolley
Bin					2						2 Pedal Bin
Cash Box	1	1	1	1	1	1	1	1	1		9 Penny Cash Box
Postage scales	1	1	1	1	1	1	1	2	1		10 Postage scales
Brother HL4Ve	1	1						1			3 Printer Brother HL4Ve
Brother HL6V	2										2 Printer Brother HL6V
Canon Bubblejet 1	2		1	1	1	1	1	1	1		9 Printer Canon Bubblejet 10sx
Epson 100		1		1	1	1	1	1	1		7 Printer Epson 100
Epson 400		1	1	1	1	1	1	2			8 Printer Epson 400
(HP Deskjet 500)							1				1 Printer (HP Deskjet 500)
HP Laser jet Ito/IIIp		1	1	1	1	1			2		7 Printer HP Laser jet Ito/IIIp
(HP Laserjet IV)	1										1 Printer (HP Laserjet IV)
(HP Laserjet 4L)	1										1 Printer (HP Laserjet 4L)
IBM 5202	1										1 Printer IBM 5202
(Toshiba)									1		1 Printer (Toshiba)
Cabinet (Inmac)		1	1	1	1	1	1	1			7 Printer Cabinet (Inmac)
Refrigerator		1					1	1		1	4 Refrigerator
Sack truck/trolley	1								1		2 Sack Truck/trolley
Large		3				5	4		9	5	26 Screen Large
Small		1				1				2	7 Screen small
for Overhead Projector	1										1 Screen for Overhead Projector
Stapler	8	3	3	4	3	3	3	6	8		41 Stapler
Cabinet	1						2		11	1	15 Storage Cabinet
Shelves	1					2					3 Storage Shelves
Switch	3										3 T-Switch
TV set (no. 0001929717)	1										1 T.V. set (no. 0001929717)
Stand	1								8		9 T.V. Stand
Table (Coffee)	5	2	1	3	3	7	3		9		33 Table
Table (large)	1	2	1		4		3				11 Table (Coffee)
Table (medium)	1		2								3 Table (large)
Table (small)	13										13 Table (medium)
Tables (Canteen)	2		2		3						7 Table (small)
Telephone systems (owned)	1	1				1	1	1	1		2 Tables (Canteen)
Toaster						1					6 Telephone systems (owned)
Tray (set of 1)	4						1				1 Toaster
Tray (set of 2)	4										4 Tray (set of 1)
Tray (set of 3)	4										4 Tray (set of 2)
Units (24 trays in all)	4										4 Tray (set of 3)
Stacker	4										4 Tray Units (24 trays in all)
Typewriter	1	1	1	1	1	2		1	1		4 Trays (Stacker)
Vacuum	1	1	1	1	1	1	1	1	1		9 Typewriter
Video (Beta) 628	1										9 Vacuum
Recorder (VHS) 427	1										1 Video (Beta) 628
Wardrobe	0								3		1 Video Recorder (VHS) 427
Wire Wall racks	2		1		4			1			3 Wardrobe

SCHEDULE 5

Assets to be transferred by TEC

## APPENDIX 2

### ASSETS TO BE TRANSFERRED FROM TEC

ITEM	Units
Olivetti M4-422S PCs + Olicom Card	24
Compag Proliant 5/66 2100A Server	1
HP Laserjet 4 Plus with 4MB + Ethernet	6
Matrix printer	1
Arpeggio Office Bridge	5
Passagio Bridge	1
Arpeggio Office Repeater	4
Cabling (4 sites)	1
Kilostream Links	3
Esker TUN PLUS licences	1
Comms for Market Drayton plus additional points (order 04741)	1
ISDN Line	2
Cabling and Installation	1

SCHEDULE 6

The Employees

# SHROPSHIRE CAREERS SERVICE LTD

## STAFFING LIST

### HEADQUARTERS

Name	Designation	Grade	D of B	Age at 31.3.95
Carol Allen	Assistant County Careers Officer (Employment and Training)	PO10	1.9.51	43
Ian Taylor	Assistant County Careers Officer (Operations)	PO10	15.7.50	44
Paul Bennett	Senior Careers Adviser (Information)	PO2	29.11.56	38
Pete Fricker	Senior Careers Adviser (Training)	PO7	16.3.47	48
Peter Morgan	Senior Careers Adviser (Higher & Further Education)	SO1/2+ inc	29.9.52	42
Roger Parr	Senior Careers Adviser (PWE)	SO2	28.2.37	58
Nicky Peck	Senior Careers Adviser (Quality Standards)	PO2	2.4.59	35
David Wylie	Senior Careers Adviser (LMI)	PO2	31.8.53	41
Lauraine Davies	Clerical Asst (PWE/Information)	Scale 2	24.10.72	22
Jean Dennis	Typist/ Word Processor Operator	Scale 2 + inc	17.1.49	46
Lyn Holding	Clerical Assistant	Scale 3 + inc	26.3.50	45
Jill Symons	Clerical Assistant	Scale 2	27.7.69	25
William Ball	Chargehand	Grade 2	29.7.29	65

# SHREWSBURY

Name	Designation	Grade	D of B	Age at 31.3.95
David Thomas	Senior Careers Adviser (Shrewsbury)	PO2	14.3.50	44
John Crozier	Senior Careers Adviser (Special Needs)	SO1/2 +incr	29.10.42	52
John Davies	Senior Careers Adviser (Years 9/10)	SO1/2	5.2.51	44
Paul McArdle	Senior Careers Officer	SO1/2	22.6.36	58
John Cooke	Careers Adviser	Scale 5/6	24.1.49	46
Gillian Estick	Careers Adviser	Scale 5/6	29.11.41	53
Alison Lack	Careers Adviser	Scale 5/6	8.6.66	28
Sally Templeman	Careers Adviser	Scale 5/6	12.5.55	39
Joy Weston	Careers Adviser	Scale 5/6	15.7.41	53
Kris Woodcock	Careers Adviser	Scale 5/6	26.1.56	39
Paul Wyatt	Careers Adviser	Scale 5/6	8.6.56	38
Elizabeth Grocott-James	Typist/Word Processor Operator	Scale 2	8.4.57	37
Maureen Hattton*	Careers Assistant	Scale 2	28.9.36	58
Valerie Lambert	Clerk/Receptionist	Scale 2	17.11.50	44
Sue Mole	Careers Assistant	Scale 2/4	27.9.53	41
Jan Webber	Careers Assistant	Scale 2 + incr	11.4.47	47
G Francis	Cleaning site supervisor	Grade 3	13.6.67	27

\* denotes casual employment

**TELFORD (WELLINGTON)**

Name	Designation	Grade	D of B	Age at 31.3.95
Ray Dodd	Senior Careers Adviser (Wellington)	SO2	24.1.55	40
David Crichton	Senior Careers Adviser (Adult Guidance)	PO1	19.8.49	45
Yvonne Owen	Senior Careers Adviser (Employment and Training)	PO2	4.8.56	38
Jane Adcock	Careers Adviser	Scale 5/6	3.7.40	54
Brian Heathcote	Careers Adviser	Scale 5/6	17.4.45	49
Ann Hillsley	Careers Adviser	Scale 5/6	10.9.55	39
Sue Hume-Miller	Careers Adviser	Scale 5/6	11.11.58	36
Sue Ratcliffe	Careers Adviser	Scale 5/6	31.12.52	42
Phil Roberts	Careers Adviser	Scale 5/6	4.6.58	36
Flo Gregory*	Careers Assistant	Scale 2	1.10.37	57
Jane Ward	Careers Assistant	Scale 2 + incr	23.2.49	46
May Welsh	Typist/Word Processor Operator	Scale 2	1.9.41	53

**TELFORD (MADELEY)**

Name	Designation	Grade	D of B	Age at 31.3.95
Ray Hughes	Senior Careers Adviser (Madeley)	SO1/2	9.4.60	34
Mercy Ajayi	Careers Adviser	Scale 5/6	15.5.64	30
Jaki Davies	Careers Adviser	Scale 5/6	15.12.58	36
Carol Goodfellow*	Careers Adviser	Scale 5/6	17.11.53	41
John Richards	Careers Adviser	Scale 5/6	11.9.62	32
Jayne Weaving	Careers Adviser	Scale 5/6	1.3.60	35
Sue Bennett	Careers Assistant	Scale 2/3	16.3.46	49
Wendy Chance	Careers Assistant	Scale 2/3	25.10.44	50
Pam Hughes	Careers Assistant	Scale 3/4	13.12.42	52
GM Slack	Chargehand	Grade 2	5.1.47	48



**TELFORD (OAKENGATES)**

Name	Designation	Grade	D of B	Age at 31.3.95
Christine Evans	Careers Adviser	Scale 5/6	12.4.45	49
Gay Livesey	Careers Adviser	Scale 5/6	1.1.49	46
Carol Brown	Careers Assistant	Scale 2/3	9.6.47	47
Sheila Moore	Careers Assistant	Scale 3/4	27.5.46	48
ME Pearce	Chargehand	Grade 2	18.9.59	35

**OSWESTRY**

Name	Designation	Grade	D of B	Age at 31.3.95
Janet Edwards	Senior Careers Adviser (Oswestry)	SO1/2	16.7.53	41
Jaqui Nuttall	Careers Adviser	Scale 5/6	1.5.63	31
Ron Whatmore	Careers Adviser	Scale 5/6	11.9.47	47
Jenny Bevan	Careers Assistant	Scale 2/3	4.8.52	42
Rosalie Butler	Typist/Word Processor Operator	Scale 2	8.10.47	47
Pauline Clark	Careers Assistant	Scale 2/3	22.5.43	51
MM Turner	Chargehand	Grade 2	10.3.45	50

\* denotes casual employment

**MARKET DRAYTON**

Name	Designation	Grade	D of B	Age at 31.3.95
Bridget Newill	Senior Careers Adviser (Market Drayton)	SO1/2	16.8.48	46
Cerys Davies	Careers Adviser	Scale 5/6	1.3.59	36
Tina Houston	Careers Adviser	Scale 5/6	4.7.57	37
Betty Morris	Typist/Word Processor Operator	Scale 2	13.12.43	51
Christine Waldron	Careers Assistant	Scale 3/4	20.11.46	48
M Everett	Chargehand	Grade 2	25.12.53	41

**BRIDGNORTH**

Name	Designation	Grade	D of B	Age at 31.3.95
Ray Barrow	Senior Careers Adviser (Bridgnorth)	PO1	20.5.44	50
Peter Bylett	Careers Adviser	Scale 5/6	24.7.44	50
Nigel Coley-Smith	Careers Adviser	Scale 5/6	13.2.62	33
Ida Betteridge	Typist/Word Processor Operator	Scale 2	26.10.41	53
Lesley Evans	Careers Assistant	Scale 2/3	10.10.50	44
A Wilkinson	Cleaner in charge	Grade 3	21.9.43	51

**LUDLOW**

Name	Designation	Grade	D of B	Age at 31.3.95
Val Millard	Senior Careers Adviser (Ludlow)	SO1/2	23.10.47	47
Annette Babb	Careers Adviser	Scale 5/6	11.8.55	39
Lynda Woodall	Careers Adviser	Scale 5/6	16.1.53	42
Joan Nash	Careers Assistant	Scale 3/4	24.4.39	55
MJ Hughes	Cleaner in charge	Grade 3	3.5.45	49

**MADELEY COURT**

Kath Wherton	Senior Careers Adviser (Year 9/10 Project Leader)	PO1	23.11.45	49
Cyril Jones	Project worker	PO3	29.6.43	51
John Muxworthy	Project worker	PO3	13.12.43	51

## SCHEDULE 7

### Transfer of Assets

1. In this Schedule 7 unless the context requires otherwise:-

"General Regulations"	means the Value Added Tax (General) Regulations 1985
"the Payables"	All liabilities, debts and obligations of the Council arising from the operation of the Business prior to the Transfer Date
"the Property"	means the freehold land at 32 Upper Brook Street, Oswestry referred to in Schedule 4
"the Receivables"	All sums due to the Council at the Transfer Date in connection with carrying on the Business by the Council
"the Records"	All files and records relating to the Business or the Employees
"Special Provisions Order"	means the Value Added Tax (Special Provisions) Order 1992
"VATA"	means the Value Added Tax Act 1983

2. SALE AND PURCHASE OF THE COUNCIL'S ASSETS

- 2.1 Subject to the terms and conditions of this Agreement the Council shall sell as beneficial owner and the Company shall purchase free from all claims, charges, liens, encumbrances, equities or third party rights as at the Transfer Date the Council's Assets with the

exception of the Property which shall be sold on the terms contained in clause 2.2 below of this Schedule.

2.2 Subject to the terms and conditions of this agreement the Council shall sell and the Company shall purchase the Property.

3. THE RECORDS

The Council undertakes to the Company to supply such of the Records as the Company shall reasonably require for the purposes of the Agreed Business save to the extent that the Council is required by law to retain such records in its own possession in respect of which retained records the Council shall afford the Company such access and copies as the Company may reasonably require and as the Council is permitted by law to provide. The Company will afford the Council at all times such access to and copies of any of the Records so supplied to the Company as the Council may reasonably require.

4. WARRANTIES BY THE COUNCIL

4.1 The Council undertakes that to the extent that the Council's Assets other than the Property are not in the sole legal and beneficial ownership, possession and control of the Council and free from any encumbrance equity or third party right the Council will indemnify the Company against any costs (not including legal costs) or other liabilities which it may incur as a result.

4.2

4.2.1 The Council warrants to the Company that the Property is in the sole legal and beneficial ownership possession and control of the Council.

4.2.2 The Council warrants that it is not aware having made due enquiry within the Council (but not of any third party) of any encumbrance,

equity or third party rights relating to the Property.

- 4.2.3 The Council undertakes to be liable to the Company to the extent that the Records are in any material way inaccurate or incomplete in the same way as if the Council had warranted that the Records are in all material respects accurate and complete.

5. RECEIVABLES

The Council shall be entitled to collect and to retain the Receivables for its own account.

6. PAYABLES

The Council shall discharge promptly and in full all the Payables.

7. ACCRUALS AND APPORTIONMENTS

7.1 All expenditure and outgoings attributable to the use of the Council's Assets or the carrying on of the Business in respect of any period up to the Transfer Date shall be discharged by the Council and in so far as such expenditure and outgoings are attributable to the use of the Council's Assets or the carrying on of the Business by the Company they shall be discharged by the Company. The Company shall be responsible for and shall discharge all such expenditure and outgoings in respect of the period after the Transfer Date.

7.2 Any amount to be apportioned shall be apportioned rateably over the period to which it relates save that any item the cost of which can be related to the particular service used shall so far as practicable be apportioned on the basis of the charges actually incurred prior to and after the Transfer Date.

8. SALE AND PURCHASE OF TEC'S ASSETS

Subject to the terms and conditions of this Agreement TEC shall sell as beneficial owner and the Company shall purchase free from all claims, charges, liens, encumbrances, equities or third party rights as at the Transfer Date TEC's Assets.

9. WARRANTIES BY TEC

9.1 TEC undertakes that to the extent that TEC's Assets are not in the sole legal and beneficial ownership, possession and control of TEC and free from any encumbrance equity or third party right TEC will indemnify the Company against any costs (not including legal costs) expenses or other liabilities which it may incur as a result.

10. LIMIT ON LIABILITY

10.1 No claim shall be made by the Company under any of the paragraphs of this Schedule unless the amount thereof together with the aggregate amount of all other claims under such paragraphs (if any) exceeds £2,000. For the avoidance of doubt the Council or TEC (as appropriate) shall be liable for the whole of all such claims and not merely for the excess.

10.2 No claim in respect of any of the undertakings or warranties contained in this Schedule shall be enforceable to the extent that the aggregate liabilities of all such claims shall exceed £100,000 in respect of the Council and £100,000 in respect of TEC.

10.3 Neither TEC nor the Council shall be liable in respect of any claim under the undertakings or warranties contained in this Schedule unless particulars of such claim (with sufficient detail to enable TEC or the Council (as appropriate) to identify the basis of such claim and the Company's best estimate of the quantum of the claim and how this has been quantified) are given in writing to TEC or the Council (as appropriate):-

10.3.1 not later than two years after the Transfer Date;

10.3.2 unless the claim has been notified to TEC or the Council (as appropriate) as soon as reasonably practicable after the Company has become aware of any matter entitling it to make the claim.

10.4 Any claim in respect of the undertakings or warranties contained in this Schedule shall be unenforceable and be deemed to be waived unless proceedings in respect of it are issued and served within 12 months of the date of service of notice of such claim on the party giving the warranty under paragraph 10.3 above.

11. VALUE ADDED TAX

11.1 The Company represents, warrants and undertakes to the Council that it will from the Transfer Date use the Council's Assets in carrying on the same kind of business as the Business.

11.2 The Council represents, warrants and undertakes to the Company that the Council is and will be at the Transfer Date duly and properly registered for the purposes of VAT.

11.3 The Council and the Company shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1983 s 33 and Schedule 2 paragraph 7(1)(a). The Company shall provide such assistance and information as the Council shall reasonably require to enable the Council to obtain such objective.

11.4 The Council shall as soon as reasonably possible after the execution of this Agreement request a direction

from H M Customs & Excise under section 33(1)(b) VATA that from and after the Transfer Date the Council shall retain and preserve all records relating to the Council's Assets which are required to be preserved by paragraph 7 Schedule 7 VATA. If H M Customs & Excise gives such a direction, the Council undertakes to preserve such records for such periods as may be required by law and to allow the Company and its agents access to, and to take copies of such records on reasonable notice during normal business hours.

- 11.5 If notwithstanding the provisions of this paragraph HM Customs and Excise notify the Council that VAT is charged on the sale of the Council's Assets (or any part of them) pursuant to this Agreement the Council shall forthwith on receipt of such notification issue to the Company a valid VAT invoice in respect of the sale of the Council's Assets (or the relevant part of them) and the Company shall pay such VAT to the Council and for the avoidance of doubt such VAT shall be paid in addition to the consideration for the Council's Assets referred to in this Agreement.



SCHEDULE 8

DIRECTOR'S UNDERTAKING

To : Shropshire Careers Service Limited ("the Company")

From : [ ]

Dated : 199

I hereby confirm that I have been supplied with a copy of the Joint Venture Agreement made between Shropshire County Council (1), Shropshire Training and Enterprise Council Limited (2) and Shropshire Careers Service Limited (3) dated March 1995 ("the Joint Venture Agreement") and undertake to the Company and separately with each of the other Shareholders in the Company from time to time that I will so far as may be permitted by law and in proper exercise of my fiduciary duties as director of the Company and so long as I remain a director of the Company do all within my power as a director to ensure that the Company complies with its obligations thereunder.

EXECUTED and DELIVERED as a )  
Deed by the said [ ] )  
in the presence of:- )

Witness Signature .....

Witness Name .....

Witness Occupation .....

## SCHEDULE 9

### Employee Warranties

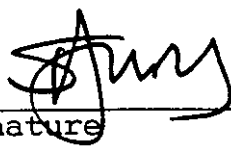
#### Remuneration and Employees

1. Full particulars of the identities and dates of birth of the Employees are contained in schedule 6 and full particulars of the terms and conditions of employment (including but not limited to remuneration and any bonus, payments in kind, reimbursement of costs and expenses, or life, accident, health and medical insurances) of the Employees and copies (if any) of all their written service agreements and/or their contracts of employment or particulars of employment statements have been supplied to the Company.
2. Save for the Local Government Superannuation Scheme and the provisions of the Council's employment policy in force at the Transfer Date, the Council is not under any legal or moral liability or obligation or ex-gratia arrangement or promise to pay pensions, gratuities, superannuation allowances or the like to or in respect of any of the Employees.
3. There are no amounts owing to any present or former officers or employees of the Council in respect of the Business prior to the Transfer Date other than remuneration accrued (but not yet due for payment) in respect of the calendar month in which this Agreement is executed or for reimbursement of business expenses incurred during such month, and none of them is entitled to accrued holiday pay other than in respect of the Business's current holiday year.
4. All contracts of employment between the Council and the Employees are terminable by the Council without compensation (except under the EPCA) by giving the applicable minimum period of notice specified in Section 49 of the EPCA.
5. There is no obligation outstanding to increase the remuneration payable to any of the Employees or to give any bonus, incentive

or perquisite or to make any payment save for the second stage of the pay award given to A P and T staff prior to the Transfer Date which second stage is to have effect after the Transfer Date.

6. There is no person previously employed by the Council in the Business who now has or may have a right to return to work or a right to be reinstated or re-engaged by the Council in the Business under the provisions of the EPCA.
7. The Council has in relation to all present and former employees complied with all statutes, regulations, orders and codes of conduct relating to employment and relations with employees and trade unions and has maintained adequate and suitable records regarding the service of each of the Employees and complied with all agreements for the time being having effect as regards such relations or the conditions of service of the Employees (whether collectively or individually).

Signed by  
director for and on behalf of  
SHROPSHIRE TRAINING AND ENTERPRISE  
COUNCIL LIMITED

  
Signature  
S.T. JURY  
Name

Signed by  
director for and on behalf of  
SHROPSHIRE CAREERS SERVICE LIMITED

T. D. Peck  
Signature  
THOMAS DAVID PECK  
Name

Signed by DAVID BRIERLEY  
David Brierley  
authorised representative for and on  
behalf of SHROPSHIRE COUNTY COUNCIL

David Brierley  
Signature  
DEPUTY. COUNTY. SECRETARY  
Name