

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
BUSINESS LINK WEST MIDLANDS LIMITED
(the "Company")

CIRCULATION DATE - 1 April 2010

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a written resolution of the Company, having effect as a special resolution (the "**Resolution**")

SPECIAL RESOLUTION

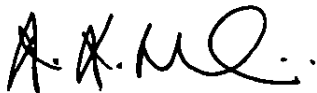
- 1 THAT the document annexed hereto and signed by the chairman for the purpose of identification be adopted as the new Memorandum and Articles of Association of the Company to the exclusion of all existing documents

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, the sole member and sole entity entitled to vote on the Resolution on 1 April 2010, hereby irrevocably agree to and approve the Resolution -

Signed



Dated

1/4/10.

FOR AND ON BEHALF OF

ADVANTAGE WEST MIDLANDS



THE COMPANIES ACT 2006

**MEMORANDUM AND ARTICLES OF
ASSOCIATION OF**

BUSINESS LINK WEST MIDLANDS LIMITED

**COMPANY NUMBER. 6456441
INCORPORATED: 18 DECEMBER 2007**

**A PRIVATE COMPANY LIMITED
BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

ADOPTED ON 1 APRIL 2010

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The Companies Acts 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

NEW MEMORANDUM OF ASSOCIATION
OF
BUSINESS LINK WEST MIDLANDS LIMITED
(adopted on 1 April 2010)

- 1 The Company's name is "Business Link West Midlands Limited"
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are -
 - 3 1 To promote commerce, art, science, education, religion, charity or any profession and to promote any social, political or sporting activity and anything incidental or conducive to any of the above objects
 - 3 2 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property
 - 3 3 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, copyrights or other intellectual property rights, licences, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and or grant licences or privileges in respect of the same
 - 3 4 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received
 - 3 5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
 - 3 6 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
 - 3 7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees,

contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

- 3 8 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- 3 9 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- 3 10 To apply for, and obtain any Act of Parliament, order or licence of the Department of Business Innovation and Skills or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- 3 11 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- 3 12 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company
- 3 13 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies
- 3 14 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business 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 any such company as aforesaid
- 3 15 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- 3 16 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts
- 3 17 To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient

- 3 18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same
- 3 19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law), and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company
- 3 20 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that -

- 4 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company
- 5 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company
- 6 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere
- 7 In this clause the expression the "the Act" 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 statutory modification or re-enactment of that provision for the time being in force
- 8 The liability of the members is limited
- 9 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

- 10 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company
- 11 Provided that nothing herein shall prevent any payment in good faith by the Company -
 - 11 1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company,
 - 11 2 of interest on money lent by any member of the Company at a reasonable and proper rate per annum not exceeding 2 per cent more than the published base lending rate of a clearing bank to be selected by the directors,
 - 11 3 of reasonable and proper rent for premises demised or let by any member of the Company,
 - 11 4 of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company,
 - 11 5 to any director of out-of-pocket expenses, and
 - 11 6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of the Company
- 12 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object

The original subscribers to the Memorandum of Association dated 18 December 2007, formed the Company pursuant to the Memorandum of Association dated 18 December 2007

Name and address of original subscriber

Mr Anthony Simon Lucas
Hillbine
Arden Road
Dorridge
SOLIHULL
B93 8LJ

Mr Peter Pawsey
Holly House
Top Street
Charlton
PERSHORE
WR10 3LE

The Companies Acts 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

NEW ARTICLES OF ASSOCIATION
OF
BUSINESS LINK WEST MIDLANDS LIMITED
(adopted on 1 April 2010)

PART 1
INTERPRETATION AND LIMITATION OF LIABILITY

1 DEFINED TERMS

1 1 In these articles, unless the context requires otherwise -

"**articles**" means the company's articles of association,

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

"**chairman**" has the meaning given in article 9,

"**chairman of the meeting**" has the meaning given in article 22,

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company,

"**director**" means a director of the company, and includes any person occupying the position of director, by whatever name called,

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form,

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006,
 "member" has the meaning given in section 112 of the Companies Act 2006,

"**encumbrance**" means any encumbrance or security interest of any kind whatsoever and howsoever created or arising including (but not limited to) any mortgage, charge, pledge, lien, guarantee, hypothecation, restriction, third party right or interest, title transfer or retention arrangement, right of set off or counterclaim, equities, trust arrangement, lease, loan, hire purchase or rental agreement, conditional sale agreement, finance leasing arrangement, any "flawed asset" arrangement or other like agreements having similar effect to any of the foregoing or any other rights exercisable by or claims by third parties whatsoever howsoever created or arising

"**ordinary resolution**" has the meaning given in section 282 of the Companies Act 2006,

"**participate**" in relation to a directors' meeting, has the meaning given in article 10,

"**proxy notice**" has the meaning given in article 28,

"Secretary of State" means the Secretary of State for Business, Skills and Innovation (or successor in title being the relevant government department having such authority (as the case may be)),

"special resolution" has the meaning given in section 283 of the Companies Act 2006, **"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006, and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

2 LIABILITY OF MEMBERS

- 2 1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for

2 1 1 payment of the company's debts and liabilities contracted before he ceases to be a member,

2 1 2 payment of the costs, charges and expenses of winding up, and

2 1 3 adjustment of the rights of the contributories among themselves

PART 2

DIRECTORS

3 DIRECTORS' POWERS AND RESPONSIBILITIES DIRECTORS' GENERAL AUTHORITY

- 3 1 Subject to the articles (and in particular the reserve matters set out below), the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

4 MEMBERS' RESERVE POWERS

- 4 1 The following matters shall not be decided by the directors but shall be reserved to be decided by unanimous resolution of the members passed at a general meeting or in writing -

4 1 1 the extension of the company's activities into new business or geographic areas,

4 1 2 any decision to cease to operate all or any material part of the company's business,

4 1 3 entry into a joint venture, partnership arrangement or profit share arrangement,

4 1 4 making any changes to the strategic management or control of the company,

- 4 1 5 entering into any contracts which are outside of the ordinary course of business (including, but not limited, to the acquisition or disposal of property leases or joint venture agreements),
- 4 1 6 the appointment or removal of a chief executive officer and any variation to the terms of such appointment,
- 4 1 7 the appointment or removal of a director to chair meetings of the directors (other than in accordance with article 9 2),
- 4 1 8 determining the remuneration for the chief executive officer,
- 4 1 9 determining the remuneration for directors, and
- 4 1 10 any amendments to the delegated authority policy entered into by the company with Advantage West Midlands

DECISION-MAKING BY DIRECTORS

5 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 5 1 The general rule about decision-making by directors is that any decision of the directors must be a majority decision at a meeting
- 5 2 If
 - 5 2 1 the company only has one director, and
 - 5 2 2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to meetings of directors and directors' decision-making

6 CALLING A DIRECTORS' MEETING

- 6 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 6 2 Notice of any directors' meeting must indicate
 - 6 2 1 its proposed date and time,
 - 6 2 2 where it is to take place, and
 - 6 2 3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 6 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 6 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days before the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

7 PARTICIPATION IN DIRECTORS' MEETINGS

- 7 1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

7 1 1 the meeting has been called and takes place in accordance with the articles, and

7 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

7 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other

7 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

8 QUORUM FOR DIRECTORS' MEETINGS

8 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

8 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two Unless otherwise fixed, where the number of directors appointed by the company is three or fewer, the quorum shall be two and where the number of directors appointed by the company is four or more, the quorum shall be three

8 3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision

8 3 1 to appoint further directors, or

8 3 2 to call a general meeting so as to enable the members to appoint further directors

9 CHAIRING OF DIRECTORS' MEETINGS

9 1 In accordance with article 4 1 7, the member(s) shall appoint a director to chair the meetings The person so appointed for the time being is known as the chairman and the members may terminate the chairman's appointment at any time

9 2 If the chairman (so appointed by the members) is not participating in a directors' meeting within ten minutes of the time at which it was due to start, the participating directors must appoint one of themselves to chair it

10 CASTING VOTE

10 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting (appointed in accordance with article 9 1 above) has a casting vote

10 2 The rule in article 10 1 does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes

11 CONFLICTS OF INTEREST

11 1 Subject to articles 11 3 to 11 6 and the provisions of the Companies Act 2006 and provided that he or she has disclosed to the directors the nature and extent of any interest of his or hers, a director notwithstanding his or her office

11 1 1 may be a party to or otherwise interested in any transaction or arrangement with the company or in which the company is in any way interested,

11 1 2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body

corporate promoted by the company or in which the company is in any way interested,

- 11 1 3 may or any firm or company of which he is a member or director may act in a professional capacity for the company or any body corporate in which the company is in any way interested, and
- 11 1 4 will not by reason of his office be accountable to the company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 11 2 Written notice to the other directors that a director is to be regarded as having an interest (and specifying the nature and extent of such interest) in any transaction or arrangement referred to in article 11 1 will be deemed to be a disclosure for the purposes of that article
- 11 3 Whenever a director has an interest in a matter to be discussed or considered by a meeting of the board, the director concerned will
- (a) declare the existence of the interest to the board before the matter is so considered or discussed, and
 - (b) unless the board agree otherwise, withdraw from all discussions, considerations, debates and activities of the board (or any committees or sub-committees of the board), the members and the company in relation to the matter,
- provided that an interest of which a director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers but that an interest of a person who is for any purpose of the Companies Act 2006 (excluding any statutory modification not in force at the date of these articles) connected with a director shall be treated as an interest of the director
- 11 4 The board may authorise (on such conditions and for such duration as it deems fit and to the fullest extent permitted by law and capable of being varied or terminated at any time) any matter proposed to them which would otherwise result in a director infringing his or her duty under the Companies Act 2006 to avoid a situation in which he or she has or could have a direct or indirect interest or duty that does (or may potentially) conflict with the interests of, or his or her duties to, the company and/or which may reasonably be regarded as likely to give rise to such a conflict
- 11 5 Authorisation of a matter under article 11 4 above is effective only if
- 11 5 1 the matter has been submitted in writing for consideration at a board meeting or for the authorisation of the board by written resolution and in accordance with the board's normal procedures,
 - 11 5 2 quorum requirements at the relevant board meeting considering the matter are met without counting the interested director, and
 - 11 5 3 the authorisation was given by the board without counting any vote of the interested director
- 11 6 Each director must adhere to any conditions imposed by the board on any authorisation given under article 11 4 and a director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 if he acts in accordance with any conditions imposed by the Board as part of any authorisation under that article

11 7 An interested director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a director) to the company or to use or apply it in performing his duties as a director if to do so would result in breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter

11 8 A director will not be accountable to the company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under article 11 4 and will be entitled to enter into any contract, transaction or arrangement relating thereto notwithstanding any such benefit

12 RECORDS OF DECISIONS TO BE KEPT

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

13 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

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

APPOINTMENT OF DIRECTORS

14 METHODS OF APPOINTING DIRECTORS

14 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed (or re-appointed as the case may be) to be a director by ordinary resolution

14 2 Any person appointed as a director is prohibited from appointing any other person to be his, her or its alternate director

14 3 Any person appointed as a director is prohibited from delegating any of the powers which are conferred on them under the articles

15 TERMINATION OF DIRECTOR'S APPOINTMENT

15 1 Resignation and retirement of directors

15 1 1 Any director shall be entitled to resign from the office of director for any reason by the giving of at least two months' written notice to the company

15 2 A person ceases to be a director as soon as

15 2 1 In the case of a director who is also a member, they cease to be a member in accordance with article 19 1,

15 2 2 he or she is removed by resolution of the members,

15 2 3 in the case of a director appointed for a fixed term, the end of that fixed term,

15 2 4 in the case of a corporate body, it ceases to exist,

15 2 5 in the case of an individual

(a) if he or she ceases to be a director by virtue of any provision of the Companies Act 2006 or he or she becomes prohibited by law from being a director,

- (b) on his or her bankruptcy or the making of (or any step being taken towards the making of) any arrangement or composition with his or her creditors,
- (c) on his or her death,
- (d) if he or she is, or may be, suffering from mental disorder and either
 - (i) he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,
- (e) if he or she is absent (without permission of the other directors) for more than six consecutive months from meetings of the board held during that period and the other directors resolve that his or her office be vacated

16 DIRECTORS' REMUNERATION

- 16 1 Directors may undertake any services for the company that the members decide
- 16 2 Directors are not entitled to any remuneration from the company save as approved by the members and as recorded in each directors' service contract
- 16 3 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested

17 DIRECTORS' EXPENSES

- 17 1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at -
 - 17 1 1 meetings of directors or committees of directors, or
 - 17 1 2 general meetings,
 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

PART 3

MEMBERS

18 BECOMING AND CEASING TO BE A MEMBER APPLICATIONS FOR MEMBERSHIP

- 18 1 No person or body corporate shall become a member of the company unless
 - 18 1 1 that person or body corporate has completed an application for membership in a form approved by the members, and

18 1 2 the members have approved the application, and

18 1 3 that person or body corporate has obtained, or the company has obtained on behalf of that individual written approval from the Secretary of State

19 **TERMINATION OF MEMBERSHIP**

19 1 A member may not terminate or transfer his, her or its membership without the prior written approval of the Secretary of State

20 **ORGANISATION OF GENERAL MEETINGS ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

20 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

20 2 A person is able to exercise the right to vote at a general meeting when

20 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

20 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

20 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

20 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

20 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

21 **QUORUM FOR GENERAL MEETINGS**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum and the quorum for a general meeting shall be the number of members of the company from time to time

22 **CHAIRING GENERAL MEETINGS**

22 1 If the members have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

22 2 If the members have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start,

22 2 1 the directors present, or

22 2 2 (if no directors are present), the meeting

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

22 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

23 ATTENDANCE AND SPEAKING BY NON-MEMBERS

- 23 1 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

24 ADJOURNMENT

- 24 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- 24 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

24 2 1 the meeting consents to an adjournment, or

24 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

- 24 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

- 24 4 When adjourning a general meeting, the chairman of the meeting must

24 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

24 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

- 24 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

24 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

24 5 2 containing the same information which such notice is required to contain

- 24 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS**25 VOTING GENERAL**

A resolution put to the vote of a general meeting must be decided unanimously on a show of hands unless a poll is duly demanded in accordance with the articles, in which case for the resolution to be passed the vote in favour must also be unanimous

26 ERRORS AND DISPUTES

- 26 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

- 26 2 Any such objection must be referred to the chairman of the meeting whose decision is final

27 POLL VOTES

- 27 1 A poll on a resolution may be demanded
 - 27 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 27 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 27 2 A poll may be demanded by
 - 27 2 1 the chairman of the meeting,
 - 27 2 2 the directors,
 - 27 2 3 two or more persons having the right to vote on the resolution, or
 - 27 2 4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 27 3 A demand for a poll may be withdrawn if
 - 27 3 1 the poll has not yet been taken, and
 - 27 3 2 the chairman of the meeting consents to the withdrawal
- 27 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

28 CONTENT OF PROXY NOTICES

- 28 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 28 1 1 states the name and address of the member appointing the proxy,
 - 28 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - 28 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 28 1 4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- 28 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 28 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 28 4 Unless a proxy notice indicates otherwise, it must be treated as
 - 28 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 28 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

29 DELIVERY OF PROXY NOTICES

- 29 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person
- 29 2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 29 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 29 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf

30 AMENDMENTS TO RESOLUTIONS

- 30 1 A resolution to be proposed at a general meeting may be amended by resolution if
- 30 1 1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- 30 1 2 in any event the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 30 2 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

PART 4**ADMINISTRATIVE ARRANGEMENTS****31 MEANS OF COMMUNICATION TO BE USED**

- 31 1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 31 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 31 3 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 31 4 Documents, notices or information may be sent to the Secretary of State by the company (if required by the Secretary of State) in accordance with the terms of these articles

32 COMPANY SEALS

- 32 1 Any common seal may only be used by the authority of the directors

- 32 2 The directors may decide by what means and in what form any common seal is to be used
- 32 3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 32 4 For the purposes of this article, an authorised person is
- 32 4 1 any director of the company,
 - 32 4 2 the company secretary (if any), or
 - 32 4 3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied

33 RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 33 1 Other than the Secretary of State no third party has the right under these articles to inspect any of the company's accounting or other records or documents
- 33 2 The Secretary of State shall be provided with notice immediately, should the company fail to provide the annual audited accounts in accordance with the terms of the Companies Act 2006

34 DIRECTORS' INDEMNITY AND INSURANCE INDEMNITY

- 34 1 Subject to article 34 2, a relevant director of the company or an associated company may be indemnified out of the company's assets against
- 34 1 1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - 34 1 2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - 34 1 3 any other liability incurred by that director as an officer of the company or an associated company
- 34 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law
- 34 3 In this article
- 34 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 34 3 2 a "relevant director" means any director or former director of the company or an associated company

35 INSURANCE

- 35 1 The directors may decide to purchase and maintain directors' and officers' insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss
- 35 2 In this article

- 35 2 1 a "relevant director" means any director or former director of the company or an associated company,
- 35 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company or any associated company in relation to his officer of director, and
- 35 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

PART 5

EXIT

36 EXIT

- 36 1 If on the winding up or the dissolution of the company (for any reason) there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, without the prior written consent of the Secretary of State

PART 6

FUNDING AND ASSETS OF THE COMPANY

37 FUNDING

- 37 1 In accordance with the terms of these articles, the company, or its directors acting on behalf of the company shall not grant security or create any encumbrance over any of its assets or offer the same as collateral in respect of monies owing by the company (howsoever incurred)
- 37 2 The company, or its directors acting on behalf of the company shall not bind the company into any financial instrument, the purpose of which is to allow the company to borrow money on any medium or long term basis from any third party funder
- 37 3 The company shall inform the Secretary of State immediately if it, or acting through its directors, the directors intend to review or undertake any significant change in the funding of the company

38 ASSETS

- 38 1 The company, or its directors acting on behalf of the company shall not make any disposal of its tangible assets or real property without the prior written consent of the Secretary of State

PART 7

EXPENDITURE

39 EXPENDITURE

- 39 1 The company shall not, or its directors on behalf of the company shall not undertake any act or otherwise which is contrary to the Accountability and Financial Framework of Advantage West Midlands without the prior written consent of the Secretary of State

PART 8

SUBSIDIARIES OR ACQUISITION IN WHOLE OR PART OF CORPORATE BODY

40 **SUBSIDIARIES OR ACQUISITION IN WHOLE OR PART OF CORPORATE BODY**

- 40 1 The company shall not, or its directors on behalf of the company shall not form or acquire any membership, interest or share in any other company without the prior written consent of the Secretary of State