

No []

THE COMPANIES ACTS 1985 TO 1989

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

**MEMORANDUM OF ASSOCIATION
OF
THE SINGLE VOICE FOR SELF REGULATION
(FOR FURTHER EDUCATION)**

- 1 The name of the Company is “The Single Voice for Self Regulation (for Further Education)”.
- 2 The registered office of the Company will be situated in England.
- 3 The objects for which the Company is established are:
 - (a) to promote, pursue, foster, support and work towards the establishment of itself as a Single Voice collating the views of:
 - (i) the 157 Group, Association of Learning Providers (ALP), Association of Colleges (AoC), the National Network of Local Adult Learning Providers (HOLEX), Land Based Colleges Aspiring to Excellence (Landex), Mixed Economy Group (MEG), The Association of National Specialist Colleges (NATSPEC), National Institute of Adult Continuing Education (NIACE), Sixth Form Colleges Forum (SFCF) and any successor or replacement organisations, institutions or bodies from time to time (and the members of such organisations, institutions or bodies); and
 - (ii) such other persons, organisations, institutions or bodies as the Directors of the Company, in their absolute discretion, may from time

to time decide to consult (and the members of such organisations, institutions or bodies)

on regulatory matters, as agreed by the Board of the Company;

- (b) to design, implement, maintain and evaluate a self regulatory framework for the Further Education sector and its provider base in England including (without limitation) the development and maintenance of self governance and accountability structures, codes of practice and behaviour, mechanisms for interactions with learners, employers and other stakeholders, benchmarks and mechanisms for performance management measurement and quality improvement;
- (c) to work in collaboration with and assume responsibility partially or wholly for existing functions of the LSC, QIA, CEL, LLUK, Becta and such other persons, organisations and bodies as may be agreed by the Board of the Company;
- (d) to contribute to the development of some other entity, institution or body which may be established to assume responsibility for the functions described in (b) and (c) above;
- (e) to raise funds and to invite and receive or charge contributions and subscriptions;
- (f) to purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage, any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, and any heritable and moveable real and personal property of any kind;
- (g) to purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trade marks, and service marks (whether registered or not), copyright, design right or any similar property rights including those subsisting in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style of presentation of goods or services and applications for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the

Company and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same, for any purpose whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to effectuate these objects;

- (h) to form, promote, subsidise and assist companies, syndicates, institutions, trusts or other bodies of all kinds and to enter into partnerships or into any arrangements for sharing profits, union of interests, co- operation, reciprocal concessions, or otherwise, with any person, body, institution, trust or company for the purpose of carrying on business or other activities within any of the objects of the Company;
- (i) to enter into arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to all or any of the objects of the Company and to obtain from any such government or authority any rights, privileges, licences, contracts, authorities and concessions;
- (j) to prepare, edit, print, publish, issue, acquire, circulate and distribute books, papers, periodicals and other literary material;
- (k) to carry on any other business or activities which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to advance the Company's interests;
- (l) to purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which this Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the objects of the Company;
- (m) to develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company, to surrender or accept surrender of any lease or tenancy or rights, and to sell or deal with the property, assets, business, activities, rights or undertaking of the Company, or any part thereof, and on such terms and for such consideration as the Company may think fit, and including for cash or shares, debentures or securities of any other company;

- (n) to build, construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plants, machinery, tools, equipment or otherwise as may seem desirable for any of the business or in the interests of the Company, and to manufacture, buy, sell, lease or otherwise acquire and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects;
- (o) to manage and conduct the affairs of any companies, firms, bodies and persons carrying on business or activities of any kind whatsoever, and in any part of the world;
- (p) to enter into, carry on and participate in financial transactions and dealings and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions, dealings and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds;
- (q) to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges or other securities perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;
- (r) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage, and whether by personal covenant or by mortgage or charging all or part of the undertaking, property, assets and rights present and future of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations or the payment of any moneys whatsoever by any person, firm or company whatsoever, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business;

- (s) to grant indemnities of every description and to undertake obligations of every description;
- (t) to make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments or payment orders and to receive money on deposit or loan;
- (u) to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company;
- (v) to pay for any property or rights acquired by the Company in such manner as the Company may think fit, including payment either in cash or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine;
- (w) to accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in such manner as the Company may think fit, including payment either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine;
- (x) to remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him it or them of securities of the Company or otherwise;
- (y) to make loans or donations, either of cash or of other assets whatsoever to or enter into any arrangement whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient;
- (z) to subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any person, firm, government or other authority or issuer (including any subsidiary of the Company) and to invest, deal with or lend any

of the moneys of the Company in such manner, with or without security and on such terms as the Company may think fit;

- (aa) to amalgamate, combine or collaborate with any other company, body, institution or trust either whose objects are or include objects similar to those of the Company or which is possessed of property, assets or rights suitable for any of the purposes of the Company, and on any terms whatsoever;
- (bb) to procure the Company or any branch or representative or successor of it to be registered or recognised in any country or place abroad or with any applicable regulatory authority;
- (cc) to obtain or support any provisional or other regulation, by-law, order or Act of Parliament of the United Kingdom or its government or in any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests or the interests of any other person or company;
- (dd) to appoint any person or persons, firm or firms, company or companies, body or bodies to be the agent or agents of the Company and to act as agents, managers, secretaries, contractors or in a similar capacity;
- (ee) to insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance;
- (ff) to establish and maintain or pursue the establishment or maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant pensions, emoluments, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, trust, other establishment or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any

place where the Company carries on business or otherwise connected in any way with any of the activities of the Company; to institute and maintain any institution, association, club, society, trust or other establishment calculated to advance the interests of the Company or to benefit such persons, and to join, participate in and to subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or of any of its businesses or of any company which was or is for the time being a subsidiary (as defined by section 736 Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985) of the Company or are or were otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, or who hold or who held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependant on them;

- (gg) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;
- (hh) to take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;
- (ii) to do all or any of the above things in any part of the world and either as principals, agents, attorneys, contractors, trustees, or otherwise, and either alone or in conjunction with others; and

- (jj) to do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that 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 not incorporated, institution or other entity and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed, and it is also hereby declared that the objects specified in clauses (a) to (jj) of this clause 3, shall not, except when otherwise expressed therein, be in any way limited or restricted by reference to or inference from the terms of any other clause, or the name of the Company, and none of the clauses shall be deemed merely subsidiary or auxiliary to the objects mentioned in clause (a).

- 4 The income and property of the Company shall be applied solely towards the promotion of the objects set out above and not further or otherwise. Save as set out in clause 5 below, none of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any member of the Company and (subject as aforesaid) no director shall be appointed to any paid office to the Company and no remuneration or other benefit in money or money’s worth shall be given by the Company to any director.

- 5 The provisions of clause 4 are subject to the following exceptions:

- (a) directors may be reimbursed any out-of-pocket expenses incurred by them in connection with their attendance to any matter affecting the Company and may benefit from insurance, pension, policies or other benefits effected under clause 3(cc) and/or 3(dd);
- (b) directors and members may consider and vote upon proposals for the Company to insure the directors and or the Company against liabilities incurred by them arising out of their office and the Company obtaining such insurance and paying the premiums;
- (c) directors and members may be paid interest at a reasonable rate per annum not exceeding one per cent below the published base lending rate of The Bank of England;
- (d) directors and members may be paid a reasonable and proper rent for premises leased or let by them to the Company;

- (e) members of the Company may be paid a reasonable and proper fee for goods and services provided by them to the Company;
- (f) the senior managers, consultants and members of staff of the Company who are directors may be paid all remuneration, fees and royalties to which they would be entitled if they were not directors provided always that no such person shall be entitled to vote upon any resolution providing for payment of or relating to such remuneration or relating to the conditions of service of any such officer or servant of the Company.

6 The liability of the members is limited.

7 Every member of the Company 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 afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding ten pounds.

8 If on 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 be given or transferred to some other body, institution, trust or other entity having objects similar to the Company's objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by this memorandum of association, such body, institution, trust or other entity to be determined by the directors at or before the time of the winding up or dissolution and if and so far as effect cannot be given to the aforesaid provision then to some other charitable and educational object.

We, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Association of Colleges (“AoC”)

2-5 Stedham Place
London WC1A 1HU

National Institute of Adult Continuing Education (“NIACE”)

20 Princess Road West
Leicester LE1 6TP

The Association of National Specialist Colleges (“NATSPEC”)

17 Lynn Way
Kings Worthy
Winchester
Hampshire SO23 7TG

Sixth Form Colleges Forum (“SFCF”)

Local Government House
Smith Square
London SW1P 3HZ

157 Group

Hull College
Queen’s Gardens
Hull HU1 3DG

Association of Learning Providers (“ALP”)

Colenso house
46 Bath Hill
Keynsham
Bristol BS31 1HG

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS (continued)

Mixed Economy Group of Colleges (“MEG”)

New College Durham
Framwellgate Moor Campus
Durham DH1 5ES

Holex – the national network of local adult learning providers

HOLEX National Office
PO Box 145
Childswickham
Broadway WR12 7ZQ

Land Based Colleges Aspiring to excellence (“Landex”)

10 Mount Drive
Nantwich
Cheshire CW5 6DF

Dated _____ 2007

WITNESS to the above signatures: _____

Witness' name: _____

Witness' address: _____

Job title: _____

No []

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE SELF REGULATION SINGLE VOICE
(FOR FURTHER EDUCATION)

1 Interpretation

1.1 In these Articles:

“**Act**” means the Companies Act 1985 (as amended);

“**associated company**” means any subsidiary or holding company of the Company or any other subsidiary of the Company’s holding company;

“**Table A**” means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000. References to “**Regulations**” are to regulations in Table A;

“**Statutes**” means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act for the time being in force concerning companies and affecting the Company.

1.2 In Regulation 1 the definition of “the holder” shall be omitted.

1.3 Regulations 2 to 35 inclusive, 38, 40, 54, 55, 57, 59, 73 to 78 inclusive, 87 to 89 inclusive, 102 to 108 inclusive, 110, 114, 116, 117 and 118 inclusive, shall not apply

to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

2 Members

- 2.1 The subscribers to the Memorandum of Association namely the 157 Group, ALP, AoC, Holec, Landex, MEG, NATSPEC, NIACE, SFCF, and such other persons as are admitted to membership in accordance with these Articles shall be the members of the Company. No person shall be admitted as a member of the Company unless it is approved by the Directors.
- 2.2 Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Directors require executed by it agreeing to be bound by the Memorandum of Association and these Articles.
- 2.3 Any application for membership of the Company shall be referred to the meeting of the Directors next held after the receipt of such application. That meeting shall determine (in its absolute discretion) by a simple majority of those present and voting whether the applicant is to be admitted or rejected. The Directors shall notify in writing any applicant who is rejected but shall not be bound to give any reason therefore. On being admitted as a member, the name of the new member shall be entered in the register of members of the Company.
- 2.4 A member shall cease to be a member of the Company:
- 2.4.1 on his giving at least seven clear days' notice in writing to the Company (subject to all moneys presently payable by the member to the Company having been paid);
 - 2.4.2 on an ordinary resolution of which at least 14 clear days' notice has been duly given being passed at a general meeting of the Company by not less than two-thirds of the members present and voting in person or by proxy that the membership of the member be terminated;
 - 2.4.3 on a resolution being passed by the Directors that the membership of the member be terminated, provided that the member shall be entitled to receive due notice of the meeting of the Directors at which the resolution to terminate his membership is to be proposed and to attend and be heard by the Directors before the decision is taken;

2.4.4 in the case of an individual, on his dying, suffering from mental disorder in circumstances envisaged by Regulation 81(c) (but so that the reference therein to the Mental Health (Scotland) Act 1960 shall be deemed to be a reference to the Mental Health (Scotland) Act 1984) or becoming bankrupt or entering into a composition with his creditors generally;

2.4.5 in the case of a corporation, on ceasing to exist or a petition being presented or a meeting convened for the purpose of winding it up or on its entering into a composition with its creditors or having a receiver appointed over all or a substantial part of its assets.

2.5 Membership shall not be transferable.

3 Notice of general meetings

3.1 The words “seven weeks” shall be substituted for the words “eight weeks” in Regulation 37.

3.2 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution or a resolution appointing a person as a Director 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 may be called by shorter notice if it is so agreed:

3.2.1 in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote thereat; and

3.2.2 in the case of any other meeting, by a majority in numbers of the members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members or such lesser percentage, not being less than 90 per cent, as may be specified in or pursuant to any elective resolution passed by the Company.

3.3 The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it and, in the case of an annual general meeting, shall specify the meeting as such.

3.4 The notice shall be given to all the members and to the Directors and, if the Company has them, to the auditors.

4 Proceedings at general meetings

4.1 No business shall be transacted at any general meeting unless a quorum is present. One half of the members entitled to vote upon the business to be transacted, each being present in person or by their duly authorised representative or by proxy, shall be a quorum. Provided that if the company has only a single member, the quorum shall be one such person.

4.2 Regulation 41 shall be modified by the insertion at the end of that regulation of the following sentence: "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."

4.3 The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from Regulation 44.

4.4 Paragraph (d) of Regulation 46 shall be omitted.

4.5 A resolution in writing executed in accordance with Regulation 53 shall be deemed to be duly executed (in the case of a corporation) by a director or the secretary thereof. In the case of joint members, the signature of any one of such joint member shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing and of the signatures to it, to be entered in a book in the same way as minutes of a general meeting of the Company and to be signed by a Director or the secretary of the Company.

4.6 At or before the time a proposed written resolution is supplied to a member for signature, the Directors and the secretary of the Company shall, if the Company has auditors, secure that a copy of the resolution is sent to them, or that they are otherwise notified of its contents.

5 Votes of members

5.1 On a show of hands or a poll every member present in person or by proxy shall have one vote.

5.2 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Company have been paid.

6 Directors

- 6.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than three.
- 6.2 Each member shall be entitled to appoint one person as a Director and to remove any such person appointed by it. Any appointment or removal shall be in writing and signed by or on behalf of the appointing member and served on the Company at its registered office (marked for the attention of the company secretary) or delivered to a duly convened meeting of the Directors. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in the notice.
- 6.3 Each member which appoints a Director pursuant to Article 6.2 undertakes to indemnify and keep indemnified the Company and every other member from and against all losses, claims, damages, awards and reasonable costs and expenses which the Company and/or the other members shall suffer or incur by reason of a claim brought by the Director so appointed by reason of his removal from office by that appointing member.
- 6.4 A Director shall not be required to be a member of the Company.

7 Directors' expenses

- 7.1 The words "or any class of shares or" shall be omitted from Regulation 83.

8 Powers of Directors

- 8.1 The Directors may exercise all the powers of the Company contained in clause 3(ff) of the Memorandum of Association of the Company.

9 Alternate Directors

- 9.1 Any appointment or removal of an alternate Director made under Table A shall be delivered at the registered office of the Company.
- 9.2 If his appointor is for the time being absent from the United Kingdom or is otherwise not available, the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director

shall be deemed to be a Director for the purpose of signing instruments to which the seal is affixed; and Regulation 101 shall be modified accordingly.

- 9.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company direct.

10 Appointment, removal and disqualification of Directors

- 10.1 Without prejudice to the powers of the Company under section 303 of the Act to remove a Director by ordinary resolution, the holder or holders for the time being of more than one half of the total voting rights at a meeting of the members shall have the power from time to time and at any time to appoint any person or persons as a Director or Directors, either as additional Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or, in the case of a member being a company signed on its behalf by one of its directors and shall take effect on lodgment at the registered office of the Company.
- 10.2 The office of Director shall be vacated if he is removed from office under Article 6.2 or his or her appointing member ceases to be a member of the Company. Regulation 81 shall be modified accordingly.
- 10.3 The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of Regulation 79 shall be deleted.

11 Proceedings of Directors

- 11.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an

alternate shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

- 11.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be one half of the Directors for the time being and from time to time. A person who holds office only as an alternate shall, if his appointer is not present, be counted in the quorum.
- 11.3 Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 11.4 The following sentence shall be inserted after the first sentence of Regulation 72: “Any Committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company.”
- 11.5 For a signed resolution under Regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly.
- 11.6 In paragraph (c) of Regulation 94 the word “debentures” shall be substituted for the words “shares, debentures or other securities” in both places where they occur.
- 11.7 Unless otherwise determined by the Directors, they shall meet at least three times in a calendar year and otherwise as circumstances require. No meeting of the Directors shall normally be convened on less than five working days notice but a meeting of the Directors may be convened by the chairman on shorter notice if the interests of the Company would be likely to be affected adversely to a material extent if the business to be transacted at such meeting were not dealt with as a matter of urgency or if all the Directors agree.

12 Minutes

- 12.1 The words “of the holders of any class of shares in the company” shall be omitted from Regulation 100.

13 The seal

13.1 If the Company has a seal, it shall only be used with the authority of the Directors or a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director.

14 Notices

14.1 The second sentence of Regulation 112 shall be omitted.

14.2 The words “or of the holders of any class of shares in the company” shall be omitted from Regulation 113.

14.3 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address, at such other address as he may notify to the Company or at an address to which notices may be sent using electronic communications) in addition to the persons so entitled under the Statutes.

15 Indemnity

15.1 Subject to the provisions of, and so far as may be consistent with, the Statutes, but without prejudice to any indemnity to which a Director or other officer may otherwise be entitled, the Company shall indemnify every Director or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or other officer of the Company PROVIDED that, in the case of any Director of the Company, such indemnity shall not apply to any liability of that Director:

15.1.1 to the Company or to any of its associated companies;

15.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

15.1.3 incurred:

- (i) in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the Company or any of its associated companies in which judgment is given against him; or
- (ii) in connection with any application under any statute for relief from liability in respect of any such act or omission in which the Court refuses to grant him relief,

in each case where the conviction, judgment or refusal by the Court is final within the meaning stated in section 309B of the Act.

15.2 Every Director shall be entitled to have funds provided to him by the Company to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director, provided that he will be obliged to repay such amounts no later than:

15.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

15.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

15.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final;

in each case where the conviction, judgment or refusal by the Court is final within the meaning stated in section 309B of the Act.

16 Rules or by-laws

16.1 The Directors may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular, but without prejudice to the generality of the foregoing, they may by such rules or by-laws regulate:

16.1.1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership

terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

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

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

16.1.4 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles;

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

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

16.2 The Company shall have power to alter or repeal the rules or by-laws referred to in Article 16.1 and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or by-laws made pursuant to this Article 16 which, so long as they shall be in force, shall be binding on all members.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

Association of Colleges (“AoC”)

2-5 Stedham Place
London WC1A 1HU

National Institute of Adult Continuing Education (“NIACE”)

20 Princess Road West
Leicester LE1 6TP

The Association of National Specialist Colleges (“NATSPEC”)

17 Lynn Way
Kings Worthy
Winchester
Hampshire SO23 7TG

Sixth Form Colleges Forum (“SFCF”)

Local Government House
Smith Square
London SW1P 3HZ

157 Group

Hull College
Queen’s Gardens
Hull HU1 3DG

Association of Learning Providers (“ALP”)

Colenso house
46 Bath Hill
Keynsham
Bristol BS31 1HG

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS (continued)

Mixed Economy Group of Colleges (“MEG”)

New College Durham
Framwellgate Moor Campus
Durham DH1 5ES

Holex – the national network of local adult learning providers

HOLEX National Office
PO Box 145
Childswickham
Broadway WR12 7ZQ

Land Based Colleges Aspiring to excellence (“Landex”)

10 Mount Drive
Nantwich
Cheshire CW5 6DF

Dated _____ 2007

WITNESS to the above signatures: _____

Witness' name: _____

Witness' address: _____

Job title: _____