

**Articles of Association**

**GREATER LINCOLNSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**



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## 1 PRELIMINARY

The Articles contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded and shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

## 2 OPERATIVE CLAUSES

2.1 In these Articles the following words and expressions shall have the following meanings:

"2006 Act"	the Companies Act 2006 as amended from time to time;
"Appointments Committee"	A sub-committee of the Directors established from time to time to fulfil the requirements of the Appointments Committee within the Articles;
"Articles"	these Articles of Association of the Company as amended from time to time and a reference to an Article is a reference to the relevant article of these Articles unless expressly provided otherwise;
"Board"	the board of Directors of the Company from time to time;
"Chair"	the chair of the Board and of general meetings from time to time, appointed in accordance with Article 11.9;
"Clear Days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Company"	The Greater Lincolnshire Local Enterprise Partnership Limited as adopted with these Articles;
"Confidential Information"	Shall mean (i) any information obtained by the Company from any other person and the disclosure of which to the public would constitute a breach of confidence actionable by that person or another person; or (ii) any information falling within the definition of confidential information contained in section 100(A)(3) of the Local Government Act 1972 as amended at any given time;

"Co-opted Director"	an individual appointed as such by the Directors in accordance with Article 11.8
"Deputy Chair"	each and any of the deputy chairs appointed in accordance with Article 11.11;
"Directors"	the directors from time to time of the Company or (as the context shall require) a duly quorate meeting or sub-committee of the Directors as appropriate;
"Disclosable Pecuniary Interest"	Any interest which is a disclosable pecuniary interest under the law applicable to local authorities from time to time;
"District Councils"	Boston Borough Council; City of Lincoln Council; East Lindsey District Council; North Kesteven District Council; South Holland District Council; South Kesteven District Council and West Lindsey District Council;
"District Council Director"	A Director appointed from time to time in accordance with Article 11.5;
"Electronic Address"	any address or number used for the purposes of sending or receiving documents or information by electronic means;
"Electronic Means" and "Electronic Form"	have the meaning given in section 1168 of the 2006 Act;
"Eligibility Criteria"	The criteria governing eligibility for being a Member of the Company being <ul style="list-style-type: none"> <li>(i) A base or interests within or a connection with the GLLEP Region and/or its economy; and</li> <li>(ii) A commitment to and/or knowledge and expertise in connection with the economic regeneration and/or the economic growth of the GLLEP Region;</li> </ul>
"Exempt Information"	Any information which would be exempt information in respect of a local authority as defined in section 100I and Schedule 12A of the Local Government Act 1972 as amended at any given time;
"Funding"	The Single Local Growth Fund, the Invest and Grow Fund and any such other external funding as shall be administered by the Company from time to time;
"GLLEP"	The Greater Lincolnshire Local

	Enterprise Partnership being a voluntary partnership between local authorities, the wider public sector and business within the GLLEP Region to help determine local economic priorities, and lead economic growth and job creation within the GLLEP Region;
"GLLEP Region"	the area of England consisting of the combined administrative areas of the Upper Tier Councils;
"Hard Copy Form"	has the meaning given in section 1168 of the 2006 Act;
"Local Authority/Authorities"	Lincolnshire County Council; North Lincolnshire Council; North East Lincolnshire Council and the District Councils;
"Local Authority Member"	A Member of the Company that is a Local Authority;
"Members"	such members as may be admitted to the Company from time to time in accordance with Article 3 (or any of them as the context may require);
"Member's Representative"	a person nominated to act on behalf of a Member which is an organisation in accordance with Article 4;
"Private Sector Director"	a Director under Article 11.2 or appointed from time to time in accordance with Article 11.3;
"Private Sector Entities"	An individual or organisation operating other than within the public sector to include for profit and not-for profit organisations including social enterprises;
"Private Sector Member"	A Member of the Company that is a Private Sector Entity;
"Public Sector Body/Bodies"	Any public sector bodies operating within the GLLEP Region other than the Local Authorities including further and higher education establishments, NHS commissioners and providers and central government departments and agencies;
"Public Sector Director"	A Director appointed from time to time in accordance with Article 11.6;
"Public Sector Member"	A Member of the Company that is a Public Sector Body;
"Purpose"	the purpose of the Company as defined in Article 19;
"Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force

	relating to companies and affecting the Company;
"United Kingdom"	Great Britain and Northern Ireland;
"Upper Tier Council"	Lincolnshire County Council; North Lincolnshire Council and North East Lincolnshire Council;
"Upper Tier Council Director"	A Director appointed in accordance with Article 11.4

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 2.3 Where the word 'address" appears in these Articles it is deemed to include postal address and electronic address and "registered address" shall be construed accordingly.
- 2.4 The expression "business day" in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the Company is registered.
- 2.5 Any reference to "person" includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and any trusts (in each case whether or not having separate legal personality).
- 2.6 Words importing one gender only shall where the context so admits include all or any genders.
- 2.7 Unless the context otherwise requires the singular includes the plural and vice versa.
- 2.8 Heading of these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 2.9 General words shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class or example of acts, matters or things so any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 3 MEMBERS

- 3.1 The Members shall be the subscribers to the Memorandum of Association, the Directors at any given time and such other Local Authorities, Public Sector Bodies, individuals and Private Sector Entities as shall:-

3.1.1 meet the Eligibility Criteria; and

3.1.2 be admitted to membership from time to time in accordance with these Articles.

3.2 Membership shall not be transferable save that where a Local Authority Member or Public Sector Member shall cease to exist as a local authority or as a public sector body its statutory successor shall automatically become a Member (save where such statutory successor provides written notice to the Company that it does not wish to become a Member).

3.3 Every person which wishes to become a Member shall deliver to the Company an application for membership in such form as the Board requires to be executed by it agreeing to be bound by these Articles and upon satisfying the Directors on the advice of the Appointments Committee as to its eligibility and upon being so admitted its name shall be entered in the register of members of the Company.

3.4 The Directors shall be entitled to refuse admission to membership of any prospective member whose membership of the Company would in their opinion be likely to damage the Company's reputation or materially weaken its ability to achieve its Purpose.

3.5 A Member shall cease to be a Member in the event of:

3.5.1 such Member giving written notice to the Company of its resignation to take effect on receipt by the Company of the notice of resignation or if later the date stated in the notice;

3.5.2 such Member's death, being an individual;

3.5.3 such Member's bankruptcy, making of any arrangement or composition with his creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any of the foregoing occurring in relation to a Member in any jurisdiction;

3.5.4 the passing of an ordinary resolution to remove the Member;

3.5.5 such Member ceasing to meet the Eligibility Criteria.

3.6 A Member who is an individual shall retire after three years but can reapply to be a Member for further periods of three years with the approval of the Directors on the advice of the Appointments Committee.

#### 4 MEMBER REPRESENTATIVES

4.1 Any organisation that is a Member may nominate any person to act as its representative at any meeting of the Company.

4.2 The Member must give written notice to the Company of the name of its Member Representative. The Member Representative shall not be entitled to

represent the Member at any meeting unless the notice has been received by the Company at least one business day prior to the relevant meeting.

4.3 The Member Representative may continue to represent the Member until written notice to the contrary is received from the Member by the Company or the Member ceases to be a Member and a Member that is an organisation may change the identity of its Member Representative at any time by giving notice to the Company in accordance with this Article 4.

4.4 Any notice given to the Company will be conclusive evidence that the Member Representative is entitled to represent the Member or that his or her authority has been revoked. The Company shall not be required to consider whether the Member Representative has been properly appointed by the Member.

## 5 GENERAL MEETINGS

5.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. All general meetings shall be held at such time and place as the Board shall appoint.

5.2 In the event that the Board do not call an annual general meeting pursuant to Article 5.1 within 15 months of the last annual general meeting the Members (or where relevant the Member Representatives) shall call such annual general meeting to be held at such time and place as the Members, and where relevant the Member Representatives, shall appoint.

5.3 The Board may call general meetings. Upon the request of at least 25% of the Members (or where relevant the Member Representatives) the Board will call a general meeting in the terms of such request and Article 6.

## 6 NOTICE OF GENERAL MEETINGS

6.1 Subject to the provisions of the 2006 Act, all general meetings shall be called by at least 14 Clear Days' notice but may be called by shorter notice if it is so agreed in accordance with section 307(4) of the 2006 Act. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

6.2 Notice of general meetings shall be given to all Members and where relevant the Member Representatives.

6.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6.4 Every notice convening a general meeting shall be given in Hard Copy Form, Electronic Form or by means of a website and shall comply with the



provisions of section 325(1) of the 2006 Act as to giving information to Members in regard to their right to appoint proxies.

## 7 PROCEEDINGS AT GENERAL MEETINGS

- 7.1 Subject to Article 7.2, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be constituted by 9 Members or Member Representatives with at least one Local Authority Member and one Private Sector Member present in person or by proxy or by Member Representative.
- 7.2 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed the Members and Member Representatives present in person or by proxy entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 7.3 The Chair (or Deputy Chair in the absence of the Chair) shall preside as chair at every general meeting of the Company, or if there is no such Chair or Deputy Chair, or if neither shall be present within 15 minutes after the time appointed for the holding of the meeting, the Members present (in person, by proxy or by Member Representative) shall elect one of their number to be chair of the meeting.
- 7.4 The Chair (or Deputy Chair in the absence of the Chair) may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 7.5 At any general meeting, a resolution put to the vote of the meeting shall be carried only on a simple majority of votes cast.
- 7.6 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. On a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote.
- 7.7 Unless a poll is duly demanded, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall, save in the case of manifest error, be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

7.8 In the event of an equality of votes the chair of the meeting shall have a casting vote.

7.9 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorized representative or by proxy shall have one vote.

7.10 A poll on a resolution may be demanded:

7.10.1 in advance of the general meeting where it is to be put to the vote, or

7.10.2 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.

7.11 A poll may be demanded by:

7.11.1 the chairman of the meeting;

7.11.2 the directors;

7.11.3 two or more persons having the right to vote on the resolution;

7.11.4 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.

7.12 A demand for a poll may be withdrawn if:

7.12.1 the poll has not yet been taken, and

7.12.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

7.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

7.14 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

- 7.15 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.16 Subject to Article 7.17, a written resolution shall be valid and take effect as if it had been passed at a general meeting of the Members duly convened and held where:
- 7.16.1 it has been executed by or on behalf of the requisite percentage of Members;; and
- 7.16.2 those who have executed such written resolution must include at least one Local Authority Member and one Private Sector Member.
- 7.17 Any such resolution shall be circulated to all the Members (and copied to the Member Representatives) in writing or by Electronic Form and shall be accompanied by a statement informing the Members how to signify their agreement to such resolution. A written resolution may consist of several instruments in materially the same form each executed by or on behalf of one or more Members.
- 7.18 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. For the purposes of this Article 7, "circulation date" is the day on which copies of the written resolution are sent or submitted to Members, or, if copies are sent or submitted on different days, the first of those days.
- 7.19 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form and delivered to the company in the manner which the Directors may approve from time to time.
- 7.20 Subject to Articles 7.21 and 7.22 general meetings of the company shall be held in public.
- 7.21 The public shall be excluded from the meeting during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during that item, confidential information would be disclosed to them in breach of the obligation of confidence.
- 7.22 The public may be excluded from the meeting by ordinary resolution of the meeting during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during that item, there would be disclosure to them of exempt information.

## 8 NUMBER OF DIRECTORS

Unless and until otherwise agreed by the Members by a two thirds majority of those voting the number of Directors shall be not less than 12 but no more than 20 and shall include as follows

- 8.1 eight Private Sector Directors determined in accordance with Article 11.2 or appointed in accordance with Article 11.3 being prominent businessmen and women from across the GLLEP Region and representing or possessing as far as reasonably practicable
- 8.1.1 the important industry sectors across the GLLEP Region;
  - 8.1.2 different sizes of business;
  - 8.1.3 for profit and social enterprise businesses; and
  - 8.1.4 links at a major level into business representative groups;
- 8.2 three Upper Tier Council Directors appointed as to one each in accordance with Article 11.4 from amongst their respective members by the Upper Tier Councils;
- 8.3 one District Council Director appointed collectively in accordance with Article 11.5 from amongst their combined membership by the District Councils;
- 8.4 One person nominated by whichever body provides the secretariat to the Company at the time of nomination and approved by the Appointments Committee;
- 8.5 Three Public Sector Directors appointed in accordance with Article 11.6 from the Public Sector Entities within the GLLEP Region.

9 NOT USED

## 10 POWERS OF DIRECTORS

- 10.1 Subject to the provisions of the Statutes and these Articles and to any directions given by ordinary resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 10.1 shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 10.2 The Board may delegate any of its powers to committees or sub-committees consisting of such Directors (including Co-opted Directors) as the Board thinks fit and any committee or sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of such committee or sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Insofar as such power is so delegated, any reference in these Articles to the exercise by the Directors of such power shall be read and construed as if it were a reference to such committee or subcommittee.

## 11 APPOINTMENT OF DIRECTORS AND CHAIR

11.1 A Director must be a natural person.

11.2 The Private Sector Directors as at the date of formation of the Company shall be:-

11.2.1

11.2.2

11.2.3

11.2.4

11.2.5

11.2.6

11.2.7

11.2.8

Each such Private Sector Director shall hold office, subject to Article 12, for a fixed term of three years which can be extended for a maximum of two further three year terms by The Appointments Committee. At the end of each such Private Sector Director's term replacement Private Sector Directors shall be appointed in accordance with Article 11.3 below.

11.3 Save as set out in Article 11.2 above, Private Sector Directors shall be appointed by the Appointments Committee following an open recruitment procedure as determined by the Appointments Committee. Each such Private Sector Director shall, subject to Article 12 hold office for a fixed term of three years which can be extended for a maximum of two further three year terms by the Appointments Committee.

11.4 The Upper Tier Councils may from time to time by notice in writing appoint no more than one person each to be a Director. Each such Director appointed shall hold office from the date of appointment and may at any time be removed from office by notice in writing by the relevant Upper Tier Local Authority but otherwise such appointment shall, subject to Article 12, be for a fixed term of three years which can be extended for a maximum of two further three year terms by notice in writing from the relevant Upper Tier Council approved by the Appointments Committee.

11.5 The District Council Director shall be appointed by the District Councils through the Lincolnshire Leaders Group. Each such Director appointed shall hold office from the date of appointment and may at any time be removed from office by notice in writing by the District Councils through the Leaders Group but otherwise such appointment shall, subject to Article 12, be for a fixed term of three years which can be extended for a maximum of two

further three year terms by notice in writing from the District Councils through the Leaders Group approved by the Appointments Committee.

- 11.6 The Public Sector Directors shall be appointed by the Appointments Committee on the basis of nominations (determined as they shall see fit) from the Public Sector Bodies. Such Public Sector Director shall hold office and may at any time be removed from office by notice in writing by a majority of the Public Sector Bodies but otherwise such appointment shall, subject to Article 12, be for a fixed term of three years which can be extended for a maximum of two further three year terms by notice in writing from the Public Sector Bodies approved by the Appointments Committee.
- 11.7 In the event that any sector does not take up its full allocation of Directors, the Directors may from time to time appoint a Director from another sector to fill such vacancy. Such appointment shall be for a fixed term of three years which can be extended for a maximum of two further three year terms approved by the Appointments Committee but any in any event such appointment shall terminate immediately upon receipt of written notice in accordance with this Article 11 that the relevant sector has exercised their right to appoint a further Director.
- 11.8 The Directors may from time to time appoint Co-opted Directors. Such Co-opted Director shall hold office and may at any time be removed from office by notice in writing by a majority of the Directors but otherwise such appointment shall be for a fixed term of three years which can be extended for a further single three year term by the Directors.
- 11.9 The Directors shall by simple majority, appoint an experienced business person who is a Private Sector Director, to be the Chair. Such appointment shall, unless such Director is removed in accordance with Article 12, be for a fixed term of three years which can be extended for a maximum of two further three year terms by notice in writing from the Directors.
- 11.10 In the event of the Chair ceasing to be a Director, the Directors shall appoint another Chair for a fixed term of three years which can be extended for a maximum of two further three year terms by notice in writing from the Directors.
- 11.11 The Appointments Committee shall appoint three Deputy Chairs as follows:-
  - 11.11.1 a Deputy Chair of the Company;
  - 11.11.2 a Deputy Chair to be Chair of such arrangements as the Company may establish to fulfil or assist it in fulfilling its remit in relation to skills ; and
  - 11.11.3 a Deputy Chair to be Chair of the such arrangements as the Company establishes to fulfil or assist it in fulfilling its role in relation to the administration of external funding

11.12 The Deputy Chairs shall be appointed for a fixed term of three years which can be extended for a maximum of two further three year terms by notice in writing from the Appointments Committee.

## 12 DISQUALIFICATION AND REMOVAL OF DIRECTORS

12.1 The office of a Director shall be vacated if:

12.1.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director;  
or

12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

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

12.1.3.1 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

12.1.3.2 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

12.1.4 such Director resigns his office by written notice to the Company; or

12.1.5 such Director 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 or Members resolve that his office be vacated; or

12.1.6 the Members determine by ordinary resolution that such Director shall be removed from office;

12.1.7 in the case of a Director appointed for a fixed term, the end of that fixed term.

## 13 PROCEEDINGS OF THE DIRECTORS

13.1 The Board may meet together for the despatch of business, adjourn and, regulate their meetings as they think fit. A Director may, and the secretary (if any) at the request of a Director shall, call a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and each Director shall have one vote.

13.2 In case of an equality of votes, the Chair shall have a second or casting vote.

- 13.3 Subject to Article 13.4, no business shall be transacted at any Board meeting unless a quorum is present. A quorum shall be 6 Directors present in person including at least one Upper Tier Council Director and one Private Sector Director. Notwithstanding any vacancies in their number, the continuing Directors or where, there is only one, the sole continuing Director may continue to act, but, if the number of Directors is less than the number fixed as the quorum, they may act only for the purposes of calling a general meeting to appoint further Directors.
- 13.4 If a quorum is not present within half an hour from the time appointed for a Board meeting the Board meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned Board meeting a quorum is not present within half an hour from the time appointed the Director or Directors present in person shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 13.5 Meetings of the Board and any committee or sub-committee thereof shall be called by not less than seven business days' notice served on the Directors and in the case of any committee or sub-committee meetings, on the members of such committee or sub-committee. Any such notice must include an agenda of the matters to be discussed at any such meeting and, no matter may be discussed or voted on which is not included in any such agenda. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
- 13.6 Any Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting is.
- 13.7 A resolution in writing, sent to all Directors entitled to receive notice of a meeting of Directors (or of a committee constituted pursuant to Article 10.2 and signed by a simple majority of the Directors (or a simple majority of the committee) shall be valid and effectual as if it had been passed at a meeting of the Board or such committee (as the case may be) duly convened and held and may consist of several documents in materially the same form each signed by one or more Directors.
- 13.8 Where the Board considers such attendance worthwhile or necessary to the matters to be transacted at the relevant meeting of the Board, it shall be entitled to invite relevant third parties to attend any meeting of the Board as



observers providing that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company and shall be entitled to speak at meeting of the Board with the prior permission of the Chair but shall not be entitled to vote.

13.9 Alternate Directors or the attendance of substitutes at Board meetings shall not be permitted.

#### 14 INTERESTS AND CONFLICTS OF INTEREST

14.1 The following provisions of this Article 14 shall apply to Members and Member Representatives in general meetings as well as Directors in board meetings.

14.2 In the event that a Director, Member or Member Representative has a Disclosable Pecuniary Interest in any matter to be decided at meeting of the Directors or Members that person shall immediately declare the nature of the Disclosable Pecuniary Interest and withdraw from any meeting where the Disclosable Pecuniary Interest would be relevant.

14.3 Subject to the provisions of the Statutes, and provided that he has complied with clause 14.2, a person notwithstanding his office:

14.3.1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

14.3.2 may be a director or member 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;

14.3.3 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

14.3.4 shall 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.

14.4 Subject to paragraph 14.2, whenever a person has an interest in a matter to be discussed at a meeting the person concerned shall subject to any rules or policies of the Company from time to time or unless the Directors or Members resolve otherwise be:

14.4.1 entitled to remain present at the meeting for that matter;

14.4.2 counted in the quorum for that part of the meeting; and

- 14.4.3 entitled to vote on the matter.
- 14.5 Neither the Members nor the Directors shall be empowered to approve, authorise or grant any kind of dispensation in respect of any non-compliance with Article 14.2
- 14.6 In the event that there is a Conflict of Interest the person so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from any meeting where the conflict would be relevant unless the following procedures are followed and the necessary authority obtained.
- 14.7 For the avoidance of doubt in the event that a Member is conflicted then any Member Representative of such Member is also conflicted.
- 14.8 Save for any circumstance covered by clause 14.2, the Directors or Members may, at any time authorise a person to be involved in a situation in which the person has or may have a Conflict of Interest") provided that:
- 14.8.1 in the case of a proposed appointment of a person as a Director, Member or Member Representative, the Directors or Members will authorise the Conflict of Interest before or at the time the person is appointed;
- 14.8.2 in the case of any person who is a Director or Member or Member Representative the Directors or Members authorise the Conflict of Interest at the time the conflict is declared to them;
- 14.8.3 the person subject to the Conflict of Interest or any other interested Director or Member or Member Representative shall not vote and shall not be counted in the quorum in respect of the decision to give authorisation under this Article 14.7 and if he or any other interested Director or Member or Member Representative does vote, those votes shall not be counted;
- 14.8.4 the Directors or Members may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit;
- 14.8.5 a Director will not be in breach of his duty under sections 172, 174 and 175 of the 2006 Act or the authorisation given by this Article 14.7 by reason only that he received confidential information from a third party relating to the conflict of interest which has been authorised by this Article 14.7 and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will be in breach of his duty under section 175 of the Act for anything done or omitted to be done by him in accordance with the provisions of Articles 14.6 and 14.7; and
- 14.8.6 where approval to a transaction which falls within Chapter 4 of part 10 of the 2006 Act is given by Members in accordance with that Chapter

further authorisation for that transaction by the Directors under this Article 14.7 is not necessary.

14.9 Any authorisation of a conflict under this Article may (whether at the time of giving the authorisation or subsequently):

14.9.1 extend to any actual or potential Conflict of Interest which may reasonably be expected to arise out of the matter so authorised;

14.9.2 be subject to such term and for such duration, or impose such limits or conditions, as the Directors or Members may determine; and

14.9.3 be terminated or varied by the Directors or Members at any time; and this will not affect anything done by the Director or Member or Member Representative prior to such termination or variation in accordance with the terms of the authorisation.

14.10 Where the Directors or Members authorise a conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the person:

14.10.1 is excluded from discussions related to the conflict;

14.10.2 is not given any documents or other information relating to the conflict; and

14.10.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting in relation to any resolution relating to the conflict.

14.11 Where the Directors or Members authorise a conflict the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the 2006 Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

14.12 For the purposes of Article 14:

14.12.1 a general notice to the Directors or Members (as appropriate) that a person is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director, Member or Member Representative has an interest in any such transaction of the nature and extent so specified;

14.12.2 an interest of which a person has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

14.12.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when the Company

was incorporated) connected with a Director or Member or Member Representative shall be treated as an interest of the Director or Member or Member Representative.

## 15 MINUTES

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

15.1.1 recording the names and addresses of all the Members and Member Representative;

15.1.2 all appointments made by the Directors; and

15.1.3 all proceedings at general meetings of the Company and of the Directors and of committees constituted pursuant to Article 10.2 including the names of Directors and Members or Member Representatives present at each such meeting.

## 16 NOTICES

16.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

16.2 The Company may give notice to a Member either personally or by sending it by first class post in a pre-paid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it in Electronic Form to an address for the time being notified to the Company by the Member. A Member who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

16.3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in Electronic Form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission.

16.4 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the Member received or was deemed to have received notice of the fact that the notice was available on the website.

16.5 A Member present, either in person, by proxy or by Member Representative, at any meeting of the Company shall be deemed to have received notice of that meeting and, where requisite, of the purposes for which it was called.

- 16.6 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by giving notice by e-mail or facsimile (to such address or facsimile number as shall be notified by each Member to the Company from time to time) or by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all Members entitled to receive notice at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- 16.7 Where the Statutes permit the Company to send documents or notices to its Members in Electronic Form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the Statutes. Subject to any requirements of the Statutes, documents and notices may be sent to the Company in Electronic Form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

## 17 WINDING UP

- 17.1 Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while such party is a Member or within one year after such party ceases to be a Member, for payment of the Company's debts and liabilities contracted before such person 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.
- 17.2 If at the conclusion of the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall (subject to Article 17.3) be gifted to one or more organisations that have a similar Purpose.
- 17.3 For the avoidance of doubt, to the extent that any operating surplus consists of or represents the Funding, Article 17.2 shall not apply unless the Company has offered to return the amount of such surplus to the organisation that provided the Funding and that organisation has approved its retention by the Company and its distribution in accordance with Article 17.2.

## 18 INDEMNITY

- 18.1 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every Director, alternate director, secretary or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge

of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a Director, alternate director, secretary or other officer of the Company.

18.2 The Directors may buy and maintain at the cost of the Company insurance cover for or for the benefit of every Director, auditor, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a Director, alternate director, auditor, secretary or other officer of the Company or associated company.

18.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every Director or other officer of the Company incurred or to be incurred:

18.3.1 in defending any criminal or civil proceedings; or

18.3.2 in connection with any application under sections 661(3), 661(4) or 1157 of the 2006 Act.

## 19 PURPOSE

19.1 The Purpose of the Company is to fulfil the role within the GLLEP Region of a Local Enterprise Partnership in accordance with any statutory requirements or guidance at any given time and, without prejudice to the generality of the foregoing to

19.1.1 provide strategic leadership and develop a long term vision of the GLLEP Region's economy, providing strategic insight on the challenges and opportunities facing the area by setting, reviewing and refining the Strategic Economic Plan

19.1.2 champion the GLLEP Region's economic vision and promote bold solutions;

19.1.3 communicate with the business community around economic growth;

19.1.4 share knowledge practice and intelligence within the GLLEP Region;  
and

19.1.5 allocate its resources to deliver economic growth, secure finance and encourage local and national bodies to match resources to achieve the GLLEP Region's ambitions.

In furtherance of this Purpose the objects of the Company shall be unrestricted.

## 20 LIABILITY

The liability of the Members is limited.

## 21 INCOME AND PROPERTY

21.1 Subject to the provisions of this Article the income and property of the Company shall be applied solely towards the promotion of the Purpose. No portion of such income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company:

21.1.1 of reasonable and proper remuneration to any employee, worker, consultant or other service provider of the Company for any services rendered to the Company;

21.1.2 of interest or capital in respect of money lent by any Member;

21.1.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any Member or Director;

21.1.4 to any Director of reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company.