

## **Item 2: Articles of Association**

### **For decision:**

1. For Board Members to review and agree the attached revised Articles of Association

### **Background**

The Articles of Association have been revised to reflect the changes required to the governance arrangements following the decisions taken at a meeting of the Board on 19 December 2017 and subsequent work undertaken to prepare for the business transfer to the Cambridgeshire and Peterborough Combined Authority.

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION  
OF  
GREATER CAMBRIDGE GREATER PETERBOROUGH  
ENTERPRISE PARTNERSHIP LIMITED  
("the Company")**

**GREATER CAMBRIDGE GREATER PETERBOROUGH  
ENTERPRISE PARTNERSHIP LIMITED**

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## 1 PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles 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 expressions have the following meanings unless inconsistent with the context

"the 2006 Act"	the Companies Act 2006 as amended from time to time,
"these Articles"	the Articles of Association of the Company adopted from time to time,
"Board"	the Board of Directors of the Company from time to time,
"Board Chair"	the chair of the Board from time to time, as such person is appointed pursuant to <b>Article 10</b> ,
"GCGPEP Region"	the areas of England in respect of which the Public Sector Members are statutorily appointed authorities,
"Chief Executive Officer"	any person who is appointed to act as the most senior executive of the Company with whatever title and whether as a consultant or an employee,
"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 word " <b>company</b> ", 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,
"Corporate members"	Any corporate body that is admitted as a member in accordance with Article 3.2,
"Co-opted Director"	Any person co-opted as a Director in accordance with Article 10.9,
"the Directors"	the Directors from time to time of the Company or (as the context shall require) any of them acting as the Board,
"Education Sector Director"	the Director who is an individual from the Education Sector appointed at the date of adoption of these

Articles of Association, or otherwise in accordance with

**Article 10.3,**

<b>"Education Sector Member"</b>	an individual from the Education Sector who has been appointed to Directorship at the date of adoption of these Articles of Association and hence becomes a member in accordance with <b>Article 3.2,</b>
<b>"Electronic Address"</b>	Any address or number used for the purposes of sending or receiving documents or information by electronic means,
<b>"Electronic Means" and "Electronic Form"</b>	have the meaning given in Section 1168 of the 2006 Act,
<b>"executed"</b>	includes any mode of execution,
<b>"GCGPEP region"</b>	The area of England which as at the date of adoption of these Articles constitutes the local authority areas of Cambridge, Cambridgeshire, East Cambridgeshire, Fenland, Forest Heath, Huntingdonshire, North Hertfordshire, Peterborough, Rutland, South Holland, South Kesteven, South Cambridgeshire, St Edmundsbury, Uttesford and King's Lynn and West Norfolk.
<b>"Hard Copy form"</b>	has the meaning given in Section 1168 of the 2006 Act,
<b>"Local Authorities"</b>	The 15 local authorities operating within the GCGPEP region
<b>"Local Authority Associate"</b>	Any person who is a member officer or employee of a Local Authority or who has held any such position within a period of four years before the date of their proposed appointment as a Director, or such other criteria for association as is set out in 5.69 Local Government and Housing Act 1989,
<b>"Members"</b>	Such Members as may be admitted to the Company from time to time in accordance with <b>Article 3</b> (or any of them as the context may require),
<b>"Memorandum"</b>	The memorandum of association of the Company,
<b>"Non-Public Sector Directors" Director</b>	the Private Sector Directors, the Third Sector and the Education Sector Director,
<b>"Objects "</b>	shall have the meaning given to it in <b>Article 18.3</b>
<b>"office"</b>	the registered office of the Company

- "Powers"** shall have the meaning given to it in **Article 18.3**
- "Private Sector Directors"** Directors who are individuals appointed at the date of adoption of these Articles of Association or otherwise in accordance with **Article 10.3**,
- "Private Sector Members"** such individuals as are appointed to Directorship at the date of adoption of these Articles of Association or otherwise in accordance with **Article 3.1.2**,
- "Public Sector Directors"** Directors who are individuals appointed at the date of adoption of these Articles of Association or are otherwise appointed from time to time by the Public Sector Members in accordance with **Article 10.2**,
- "Public Sector Members"** Such individuals as are appointed as members in accordance with **Article 3.1.1**,
- "Relevant Agreement"** any agreement entered into by the Members from time to time regulating their involvement in the Company in addition to these Articles,
- "secretary"** the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a Joint, assistant or deputy secretary,
- "Third Sector Director"** the Director who is an individual from the Third Sector (comprising charities and not for profit organisations) appointed at the date of adoption of these Articles of Association , or otherwise in accordance with **Article 10.3**,
- "Third Sector Member"** an individual from the Third Sector who has been appointed to Directorship at the date of adoption of these Articles of Association and hence becomes a member in accordance with Article 3.2,
- "the United Kingdom"** Great Britain and Northern Ireland,
- "the Vice-Chair"** The Vice-Chair of the Board from time to time as such person is appointed pursuant to **Article 10**
- 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 "working 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 The expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 1159 of the Companies Act 2006
- 2.6 The word "person" shall be deemed to include any legal person whether masculine, feminine or neuter and any word denoting one gender shall be deemed to include all other genders
- 2.7 Subject to Article 2.2 above, reference to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

### **3 MEMBERS**

- 3.1 The Membership shall comprise the current Directors
- 3.2 A Member of the Company shall cease to be a Member in the event of such Member ceasing to be a Director of the Company.
- 3.2.1 Such Member's resignation, by the giving of written notice to the Company,
- 3.2.2 Such Member's death, or being a corporation, its winding up or (in the case of a Local Authority member) its dissolution or merger into a unitised entity or statutory successor,
- 3.2.3 Such Member's bankruptcy the making of any arrangement or composition with his creditors, or liquidation
- 3.2.4 Any sum owing by the Member to the Company remaining outstanding for a period of more than three months
- 3.3 Membership shall not be transferable.

### **4 GENERAL MEETINGS**

- 4.1 The Company may, but need not, 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 Directors shall appoint
- 4.2 The Directors may call general meetings
- 4.3 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any Member of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors

## 5 NOTICE OF GENERAL MEETINGS

- 5.1 Subject to the provisions of the 2006 Act, all general meetings shall be called by at least fourteen 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
- 5.2 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, to all Directors and to the auditors of the Company
- 5.3 Subject always to **Article 6**, 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
- 5.4 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting 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
- 5.5 Every notice convening a general meeting shall be given in accordance with the 2006 Act that is, in Hard Copy Form, Electronic Form or by means of a website
- 5.6 The Company may send a notice of meeting by making it available on a website or by sending it in Electronic Form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the 2006 Act

## 6 PROCEEDINGS AT GENERAL MEETINGS

- 6.1 Subject to **Articles 6.2** and **6.3**, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be constituted by the attendance of one Member
- 6.5 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
- 6.6 Subject to **Article 7** and the 2006 Act, at any general meeting, a resolution put to the vote of the meeting shall be carried only on a unanimous vote in favour and shall be decided on a show of hands
- 6.7 A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or least, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution



- 6.9 Subject to **Article 6.7**, a written resolution, executed by or on 'behalf' of the requisite number of Members required to pass such a resolution (as required by the 2006 Act, these Articles and/or any Relevant Agreement), shall be valid and take effect as if it had been passed at a meeting duly convened and held. Any such resolution shall be circulated to the Members 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 the like form each executed by or on behalf of one or more Members
- 6.10 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 6** "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 VOTES OF MEMBERS

- 7.1 On a written resolution every Member shall have one vote and on a show of hands at a meeting every Member present in person (and in the case of a Corporate Member by its authorized representative appointed in accordance with **Article 3.3**) or by proxy (not being himself a Member entitled to vote) shall have one vote
- 7.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form which the Directors may approve from time to time

## 8 POWERS OF DIRECTORS

- 8.1 Subject to the provisions of the 2006 Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company and shall do so as far as possible in a manner which is consistent with the Seven Nolan Principles of Public Life. 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 9.1** 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
- 8.2 The Board may create committees or sub-committees consisting of not less than one Director in order to provide advice and to support the Board. The Board will be responsible for the title of, and creation of terms of Reference for the regulation of, any such committee. The meetings and proceedings of such committee or sub-committees 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 consistent with its Terms of Reference from time to time, but not otherwise. For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees

shall not have delegated power from the Board to bind the Company or to represent themselves as having the capacity to do so

- 8.3 The Board may also create advisory groups and working parties to provide advice, representation or engagement with any of the Company's stakeholders. The Board will be responsible for the creation of terms of reference for any such group and for the appointment of its members. For the avoidance of doubt, no such group shall carry out the functions of a committee of the Board to whom the Board's powers are delegated, nor shall any group have the power to bind the Company or represent themselves as having the capacity to do so.

## 9 APPOINTMENT AND ROTATION OF DIRECTORS

- 9.1 The Directors shall be responsible for the appointment of a Chair and (if required) a Vice-Chair of the Board of Directors who may be selected from the existing Non-Public Sector Directors or who may be an external candidate appointed in the manner set out in **Article 10.3** below, with the intention that such an appointment will then be made
- 9.2 Subject to **Articles 10.9** and **10.10** below the period of the appointment of a Director shall be three years (unless otherwise terminated under the provisions of these Articles). On expiry of the three year appointment a Director shall be eligible for re-election for a further three year period. However the Directors shall have discretion to shorten or extend this period of appointment in exceptional circumstances (which circumstances shall include the need to ensure that the rotation of the Directors occurs in a staggered manner in the interests of board stability)
- 9.3 the Directors shall have the power to co-opt any person to be appointed as an additional Director provided that no more than twelve months after which a co-opted Director shall not be eligible for further co-option for a period of at least a year unless otherwise approved as a Director in accordance with these Articles
- 9.4 the Chief Executive Officer of the Company shall be appointed as a Director ex-officio and shall remain in office as a Director for as long as he is employed or contracted to act as Chief Executive of the Company.
- 9.5 Directors are able to nominate a named Alternate Director to attend and vote on their behalf at Board meetings provided such nominations are advised to the Company at least 7 days prior to any Board meeting

## 10 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 10.1 The office of a Director shall be vacated if
- 10.1.1 he ceases to be a Director by virtue of any provision of the 2006 Act or these Articles or he becomes prohibited by law from being a Director, or
- 10.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 10.1.3 he is, or may be, suffering from mental disorder and either
- 10.1.3.1 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
- 10.1.3.2 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

- 10.1.4 such Director resigns his office by written notice to the Company, or
- 10.1.5 such Director shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors (save where present by alternate Director) held during that period and the Directors resolve that his office be vacated, or
- 10.1.6 the Members determine by ordinary resolution that such Director shall be removed from office,
- 10.1.7 in the case of a Public Sector Director, that Director, having held a position of employment or office-holding at the time of election, ceases to hold any position or office within that Local Authority or
- 10.1.8 in the case of a Director appointed for a fixed term, the end of that fixed term

## **11 PROCEEDINGS OF THE DIRECTORS**

- 11.1 The Board may meet together for the despatch of business, adjourn and, regulate their meetings as they think fit. A Director may 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 In case of an equality of votes, the Board Chair shall have a second or casting vote
- 11.2 Subject to **Article 13.3**, no business shall be transacted at any Board meeting unless a quorum is present. Notwithstanding any vacancies in their number, the continuing Directors or where, there is only one, the sole continuing Director may continue to act, the quorum shall be one Director and that Directors shall be permitted to exercise the full powers of the Directors hereunder and under the 2006 Act.
- 11.3 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 or by alternate or (being a corporation) by duly authorised representative 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
- 11.4 Meetings of the Board and any committee or sub-committee thereof shall be summoned by not less than four 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, unless the Public Sector Directors present at the relevant meeting so decide, 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
- 11.5 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 2006 Act, 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 Board Chair of the meeting then is

- 11.6 Subject to the provisions of the 2006 Act, and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office
- 11.6.1 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,
- 11.6.2 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 anybody corporate promoted by the Company or in which the Company is in any way interested,
- 11.6.3 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
- 11.6.4 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
- 11.7 For the purposes of **Article 13.6**
- 11.7.1 a general notice to the Directors that a Director 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 has an interest in any such transaction of the nature and extent so specified ,
- 11.7.2 an interest of which a Director 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
- 11.7.3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director
- 11.8 Whenever a Director has an interest in a matter to be discussed at a meeting of the Directors (or a committee of the Directors) the Director concerned shall Subject to any rules or policies of the Company or the terms of any authorisation given by the Directors under Article or unless the Directors resolve otherwise shall not be
- 11.8.1 entitled to remain present at the meeting for that item,
- 11.8.2 counted in the quorum for that part of the meeting,
- 11.8.3 entitled to vote on the matter
- 11.9 The Directors may, at any time authorise a Director to be involved in a situation in which the Director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("a conflict of interest") provided that
- 11.9.1 in the case of a proposed appointment of a person as a Director, the Directors will authorise the conflict of interest before or at the time the Director is appointed to office,
- 11.9.2 in the case of any Director the Directors authorise the conflict of interest at the time the conflict is declared to them,
- 11.9.3 the Director Subject to the conflict of interest or any other interested Director shall not

vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 13.9** and if he or any other interested Director does vote, those votes shall not be counted,

- 11.9.4 the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so that Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company,
- 11.9.5 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 13.9** 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 13.9** 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 the said section 175 for anything done or omitted to be done by him in accordance with the provisions of **Articles 13.7** and **13.8**, and
- 11.9.6 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 13.9** is not necessary
- 11.9.7 for the purposes of **Article 13.9**, "conflict of interest" includes a conflict of interest and a conflict of duty and a conflict of duties
- 11.10 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 13.4** and signed by a simple majority of the Board or a simple majority of a committee constituted pursuant to **Article 13.4** (as the case may be) 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 the like form each signed by one or more Directors
- 11.11 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

## 12 MINUTES

- 12.1 The Directors shall cause minutes to be made in books kept for the purposes of
- 12.1.1 recording the names and addresses of all the Members,
- 12.1.2 all appointments of offices made by the Directors, and
- 12.1.3 all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to **Article 9.2** including the names of Directors and Members present at each such meeting

## 13 NOTICES

- 13.1 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
- 13.2 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

- 13.3 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 either when acknowledged electronically by the recipient or at the expiration of 24 hours after the time of transmission
- 13.4 A Member present, either in person, by proxy or by duly authorised 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
- 13.5 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 the Members 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 thereto 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
- 13.6 Where the 2006 Act 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 2006 Act. Subject to any requirements of the 2006 Act, 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

## 14 LIABILITY OF MEMBERS

- 14.1 The liability of members is limited
- 14.2 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 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 party ceases to be a Member, and of the costs, charges and expenses of winding up

## 15 INDEMNITY

- 15.1 For the purposes of this **Article 17** the term "Relevant Officer" is any officer of the Company
- 15.2 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was at any time a Director or other Relevant Officer of the Company shall be indemnified and kept indemnified out of the Company's assets against all liability incurred by him as such (as defined in **Article 17.1**)

- 15.2.1 in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Company or its affairs, in which Judgment is given in his favour or in which he is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the Directors or on terms otherwise approved by the Directors without a finding or admission of negligence, default, breach of duty or breach of trust on this part, or
- 15.2.2 in connection with any application under the 2006 Act in which relief is granted to him by the court,
- 15.2.3 provided that this Article shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the 2006 Act
- 15.3 Without prejudice to any indemnity to which he may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the 2006 Act, the Directors shall have power in the name and on behalf of the Company to
- 15.3.1 grant on such terms as it sees fit any person who is or was a Director or other Relevant Officer of the Company an indemnity or indemnities out of the assets of the Company in respect of any liability incurred by him as such and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the board sees fit, and/or
- 15.3.2 enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a Director or other Relevant Officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings brought against him as such or in connection with any application for relief under the 2006 Act or to enable any such person to avoid incurring any such expenditure

## **16 OBJECTS AND POWERS**

- 16.1 The Company's registered office is to be situated in England and Wales
- 16.2 The Company's Objects ("the Objects ") are to assist, promote, encourage, develop, lead and deliver sustainable economic growth of the GCGPEP Region creating a diverse and competitive knowledge economy within first class infrastructure and high growth built on local private strengths, exports and job creation
- 16.3 In furtherance of the Objects but not further or otherwise the Company shall have the powers set out below ("the Powers")
- 16.3.1 to bring, or in any way promote and facilitate the bringing of, any land and buildings in the GCGPEP Region into effective use, to create or in any way facilitate the creation of an attractive environment and to ensure or assist in ensuring that employment, housing, social, cultural, educational and recreational facilities are available to encourage people to live and/or work therein and to enhance the economic vibrancy of the GCGPEP Region,
- 16.3.2 to facilitate infrastructure schemes to improve transport links and bring forward areas of opportunity for development,

- 16.3.3 to promote and deliver sustainable residential schemes which will bring a step change in the provision of housing in the GCGPEP Region
- 16.3.4 to promote and stimulate inward investment and job creation in the GCGPEP Region,
- 16.3.5 to promote and support the development of third sector organisations and/or social enterprise in the GCGPEP region,
- 16.3.6 to assist, promote and encourage existing and new business, industry and commerce within the GCGPEP Region, including the provision of financial support, business counselling and re-location programmes,
- 16.3.7 to market, advertise and promote the GCGPEP Region and the benefits of GCGPEP Region as a location for the expansion and creation of industry and commerce,
- 16.3.8 to promote social and environmental development and the interests of commerce and industry in GCGPEP Region in all circles of local and central government and administration in the United Kingdom and the European Union and elsewhere and in all quasi-governmental bodies and agencies in such places,
- 16.3.9 to co-ordinate the preparation of a regeneration, growth and development programme and to oversee its effective delivery,
- 16.3.10 to exercise a positive influence on, and provide appropriate advice, to contribute and to collaborate with statutory and local authorities in carrying out their duties as to local and regional planning highways and city regeneration for the GCGPEP Region,
- 16.3.11 to seek to maximise resources from all relevant external agencies to assist the regeneration of the GCGPEP Region,
- 16.3.12 to procure the provision of expert advice and consultancy services to enable or assist any individual, company, undertaking, co-operative or other group to establish a new enterprise (whether social or commercial) or to expand or re-establish an existing enterprise within the GCGPEP Region and to make such resources available on a commercial or subsidised basis as appears to the Company to be appropriate,
- 16.3.13 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programmes, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Company's Objects,
- 16.3.14 to provide education, instruction and carry out research in reference to the Company's Objects,
- 16.3.15 to promote, arrange, organize and conduct advisory services, conferences, lectures, seminars, meetings, discussions and exhibitions,
- 16.3.16 to require payment for services or for goods provided as is considered appropriate in the furtherance of the Company's Objects,



- 16.3.17 to advertise in such manner as may be thought expedient with a view to promoting the Company's Objects,
- 16.3.18 to apply for, register, purchase, or by other means 'acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trademarks and to disclaim, alter, modify use and turn to account and to grant licences or privileges in respect of the same,
- 16.3.19 to acquire and 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 any 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,
- 16.3.20 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,
- 16.3.21 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) and to receive money on deposit or loan upon any terms,
- 16.3.22 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 mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any monies whatever by any person, firm or company,
- 16.3.23 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 ,
- 16.3.24 to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes and other negotiable or transferable instruments,
- 18 .3.25 to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to deal by way of sale, lease or exchange or otherwise with land and buildings of any type and other property whether real or personal, moveable or immovable

and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested,

- 18.3.26 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the Board 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 such Board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
- 18.3.27 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 to the Board to be desirable with respect to any business or operations of or generally with respect to any such company or companies,
- 18.3.28 to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person body or company,
- 18.3.29 Subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary), and loans of any property whatsoever, real or personal and Subject or not to any specific charitable trust or condition for the Company's Objects,
- 18.3.30 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full time or part time basis or on secondment and whether as Director (Subject to the terms of the Articles) consultant or employee, to supervise, organise, carry on the work of and/or to advise the Company,
- 18.3.31 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having Objects altogether or in part similar to those of the Company's Objects and not formed for profit which the Company may lawfully acquire or take over but so that any steps so taken shall not enlarge the Company's Objects or involve any activity or disbursement of funds which do not further to the attainment of the Company's Objects,
- 18.3.32 to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Company's Objects or any of them,
- 18.3.33 to enter into partnership or into any arrangement for Joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to

carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Company's Objects or any of them,

18.3.34 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 board of Directors may think fit,

18.3.35 to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts,

18.3.36 to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise,

18.3.37 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,

18.3.38 to provide, and establish and maintain trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory provided that the Company shall not provide, establish or maintain a non-contributory pension scheme) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or the dependants or relatives of any such persons, and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements,

18.3.39 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of Directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid,

18.3.40 to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others,

18.3.41 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

18.4 None of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object (s) or Power(s) or by inference from the name of the Company

- 18.5 None of the Objects specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects as though each such sub clause contained the Objects of a separate company
- 18.6 Subject to the provisions of this Article the income and property of the Company shall be applied solely towards the promotion of the Objects of the Company. 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, provided that nothing in these Articles shall prevent any payment in good faith by the Company
- 18.6.1 of reasonable and proper remuneration to any servant of the Company for any services rendered to the Company,
- 18.6.2 of interest or capital in respect of money lent by any Member of the Company,
- 18.6.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any Member of the Company or Director of the Company,
- 18.6.4 to the Chair for reasonable remuneration for the officeholding, subject to approval of the Board and
- 18.6.5 to any Director of reasonable remuneration for the officeholding and for reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company

## **19 WINDING UP OR DISSOLUTION**

- 19.1 If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be transferred to the Combined Authority acting as Accountable Body for the Local Enterprise Partnership for the Greater Cambridge and Greater Peterborough area.