

COMPANY NUMBER: 5908897

COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

ASSOCIATION OF NATIONAL SPECIALIST COLLEGES

(INCORPORATED ON 17TH AUGUST 2006)



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Companies Acts 1985 & 1989
Company limited by guarantee and
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MEMORANDUM OF ASSOCIATION OF
ASSOCIATION OF NATIONAL SPECIALIST COLLEGES

1. NAME

The name of the Company is Association of National Specialist Colleges ('the Company')

2. REGISTERED OFFICE

The registered office of the Company is to be in England and Wales

3. OBJECTS

The objects of the Company ("the Objects") are to act as a national voice for its member colleges and providers so as to promote the provision of a wide choice of innovative, high quality, cost-effective education and training to meet the needs of young people and adults with learning difficulties and/or disabilities, in particular, but not so as to limit the generality of those objects, by:

- 3.1 making representations to those government and local departments responsible for the primary and enabling legislation that regulates the education of young people and adults with learning difficulties and/or disabilities, so as to ensure that the particular value of a period of specialist education in developing vocational, social and independence skills is understood and recognised;
- 3.2 promoting high quality standards of service, administration and management within its member colleges and organisations;
- 3.3 promoting the interests of its member colleges and organisations as service providers;
- 3.4 encouraging appropriate practice and collaboration among member colleges and organisations whilst recognising their autonomy;

- 3.5 developing where appropriate joint guidelines or codes of practice to serve as standards for members; and
- 3.6 by such other means as the directors may determine.

4. **POWERS**

The Company has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading)
- 4.7 To borrow money and give security for loans
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Directors
 - 4.13.2 every transaction is reported promptly to the Directors

- 4.13.3 the performance of the investments is reviewed regularly with the Directors
- 4.13.4 the Directors are entitled to cancel the delegation arrangement at any time
- 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
- 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt
- 4.13.7 the financial expert must not do anything outside the powers of the Directors
- 4.14 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 4.16 To insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as directors or trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Company
- 4.20 To pay the costs of forming the Company

- 4.21 To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND DIRECTORS

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but

5.1.1 members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied

5.1.2 members (including Directors) may be paid interest at a reasonable rate on money lent to the Company

5.1.3 members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company

5.1.4 individual members who are not Directors but who are beneficiaries may receive charitable benefits in that capacity

- 5.2 A Director may not be an employee of the Company and must not receive any payment of money or benefit (whether directly or indirectly) from the Company except

5.2.1 as mentioned in clauses 4.16, 5.1.2 or 5.1.3.

5.2.2 provision of reasonable refreshments at Directors' meetings

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings)

5.2.4 payment to any company or firm of which a Director is a member or employee in accordance with clause 5.3

- 5.3 Any firm or company of which a Director is a member or employee may enter into a contract with the Company to supply goods or services in return for a consideration but only if

5.3.1 the goods or services are actually required by the Company

- 5.3.2 the nature and level of the consideration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3 no more than one half of the Directors are subject to such a contract in any financial year and
 - 5.3.4 the director has no more than a 1 per cent shareholding or share in that company or firm
- 5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:
- 5.4.1 declare an interest at or before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3 not be counted in the quorum for that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member

8. DISSOLUTION

- 8.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities may not be distributed amongst the members but must be applied in one or more of the following ways:
 - 8.1.1 by transfer to one or more other bodies established for purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or purposes within or similar to the Objects

9. INTERPRETATION

- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.
- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name Mrs Helen Elizabeth Sexton
Address Lake House, Ullenwood, Cheltenham, Glos GL53 9QU

Name Mr Christopher William Berry
Address 51 Albion Road, Sileby, Loughborough, Leics LE12 7RA

Name Mr David John Kendall
Address Cranfield, Whittington Road, Gobowen, Oswestry, Salop SY11 3NG

Name address and signature of witness

Name Mr John William Frederick Sweeting
Address 17 Lynn Way, Kingsworthy, Winchester, Hants SO23 7TG
Dated 28th June 2006

Companies Acts 1985 and 1989
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ARTICLES OF ASSOCIATION OF
ASSOCIATION OF NATIONAL SPECIALIST COLLEGES

1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Company must maintain a register of members
- 1.3 Membership of the Company is open to any specialist college, provider, individual or organisation interested in promoting the Objects who
 - 1.3.1 applies to the Company in the form required by the Directors
 - 1.3.2 is approved by the Directors and
 - 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1.4 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Company
 - 1.5.2 dies or (in the case of an organisation) ceases to exist
 - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or

1.5.4 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

1.6 Membership of the Company is not transferable

2. **GENERAL MEETINGS**

2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is ten percent of the members

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast

2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative) has one vote on each issue

2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)

2.7 The Company must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Company's incorporation

2.8 At an AGM the members:

- 2.8.1 receive the accounts of the Company for the previous financial year
 - 2.8.2 receive the Directors' report on the Company's activities since the previous AGM
 - 2.8.3 accept the retirement of those Directors who wish to retire or who are retiring by rotation
 - 2.8.4 elect persons to be Directors to fill the vacancies arising
 - 2.8.5 appoint auditors for the Company
 - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company and
 - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an EGM
- 2.10 An EGM may be called at any time by the Directors and must be called within 28 days on a written request from at least 10 members

3. THE DIRECTORS

- 3.1 The Directors as Trustees have control of the Company and its property and funds
- 3.2 The Directors when complete consist of at least five and not more than fifteen individuals, each of whom must when appointed be a member or an authorised representative of a member, but need not remain so throughout his/her term of office
- 3.3 The individuals named as directors in the statement in Form 10 delivered to the Companies Registry are the first Directors of the Company.
- 3.4 Every Director must sign a declaration of willingness to act as a Company Director of the Company before he or she is eligible to vote at any meeting of the Directors

- 3.5 One third (or the number nearest one third) of the Directors must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3.6 A Director's term of office automatically terminates if he or she:
- 3.6.1 is disqualified under the Companies Acts from acting as a Company Director
 - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3.6.3 is absent from three consecutive meetings of the Directors and the other Directors resolve to remove him or her
 - 3.6.4 resigns by written notice to the Directors (but only if at least three Directors will remain in office)
 - 3.6.5 is removed by resolution passed by a majority of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views
- 3.7
- 3.7.1 The Directors shall at their first meeting after each annual general meeting co-opt the authorised representative of up to three members to be Directors having regard to the representation of the membership by the elected body of the Directors and with a view to correcting so far as possible any imbalance.
 - 3.7.2 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director
 - 3.7.3 A co-opted Director holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

4. PROCEEDINGS OF DIRECTORS

- 4.1 The Directors must hold at least two meetings each year
- 4.2 A quorum at a meeting of the Directors is three Directors
- 4.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Director has one vote on each issue
- 4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting
- 4.8
 - 4.8.1 The Directors may, at their discretion, afford the right to any member or authorised representative of a member to be furnished with copies of all documents sent to the Directors, to attend meetings of the Directors and to speak at those meetings but not to vote.
 - 4.8.2 The Chief Executive of the Association shall be required to attend throughout every meeting of the Directors, except on such occasions and for such times as the Directors may otherwise determine

5. POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company:

- 5.1 to appoint (and remove) any member (who may be a Director) to act as Secretary to the Company in accordance with the Act
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors)
- 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)
- 5.7 to establish procedures to assist the resolution of disputes within the Company
- 5.8 to exercise any powers of the Company which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account
- 6.2 The Directors must keep proper records of

- 6.2.1 all proceedings at general meetings
- 6.2.2 all proceedings at meetings of the Directors
- 6.2.3 all reports of committees and
- 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

7. **NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or any newsletter distributed by the Company
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 7.3.2 two clear days after being sent by first class post to that address
 - 7.3.3 three clear days after being sent by second class or overseas post to that address
 - 7.3.4 on the date of publication of a newspaper containing the notice

7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt

7.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

9. INTERPRETATION

In the Memorandum in and in these Articles:

9.1

'The Act'	means the Companies Act 1985
'AGM'	means an annual general meeting of the Company
'these Articles'	means these articles of association
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary
'Chairman'	means the chairman of the Directors
'the Company'	means the company governed by these Articles
'clear day'	means 24 hours from midnight following the relevant event
'Director'	means a director of the Company and

	'Directors' means all of the directors.
'EGM'	means an extraordinary general meeting of the Company
'financial expert'	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000
'material benefit'	means a benefit which may not be financial but has a monetary value
'member' and 'membership'	refer to membership of the Company
'Memorandum'	means the Company's Memorandum of Association
'month'	means calendar month
'the Objects'	means the Objects of the Company as defined in clause 3 of the Memorandum
'Secretary'	means the Secretary of the Company
'taxable trading'	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax
'written' or 'in writing'	refers to a legible document on paper including a fax message
'year'	means calendar year

9.2 Expressions defined in the Act have the same meaning

9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under these Articles of Association

NAME & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name Mrs Helen Elizabeth Sexton
Address Lake House, Ullenwood, Cheltenham, Glos GL53 9QU

Name Mr Christopher William Berry
Address 51 Albion Road, Sileby, Loughborough, Leics LE12 7RA

Name Mr David John Kendall
Address Cranfield, Whittington Road, Gobowen, Oswestry, Salop SY11
3NG

Name address and signature of witness

Name Mr John William Frederick Sweeting
Address 17 Lynn Way, Kingsworthy, Winchester, Hants SO23 7TG
Dated 28th June 2006