

**The Companies Act 2006**  
**Company Limited by Guarantee and not having a Share Capital**

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**Articles of Association**  
**of**  
**Procurement England Limited**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

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# **The Companies Act 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Procurement England Limited**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

The objects of the Company are:

- 2.1 the advancement of education in the United Kingdom;
- 2.2 to co-ordinate between and support Regional English Purchasing Consortia:
  - 2.2.1 in matters relating to the collaborative procurement of goods and services; and
  - 2.2.2 to further collaborative procurement in tertiary education organisations in England; and
- 2.3 to co-ordinate national initiatives with Procurement UK.

##### **3. Powers**

To further its objects the Company may:

- 3.1 supply services of all kinds and to carry on any activity which in the opinion of the Board of Directors are normally undertaken by an organisation with these or similar objects;
- 3.2 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations;
- 3.3 enter into contracts to provide services to or on behalf of other bodies;
- 3.4 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.5 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;

- 3.6 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.7 set aside funds for special purposes or as reserves against future expenditure;
- 3.8 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.9 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.11 accept (or disclaim) gifts of money and any other property;
- 3.12 raise funds by way of subscription, donation or otherwise;
- 3.13 engage and pay consultants and professional or other advisers;
- 3.14 pay out of the funds of the Company the costs of forming and registering the Company;
- 3.15 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 3.16 provide indemnity insurance for the Directors or any other officer of the Company; in relation to any liability permitted to be covered by such insurance under the Companies Act; and
- 3.17 do all such other lawful things as may further the Company's objects.

## **LIMITATION ON PRIVATE BENEFITS**

### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

#### ***Permitted benefits to members***

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:

- 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
- 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company;
- 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
- 4.2.4 any reasonable and proper rent for premises let by any member to the Company; and
- 4.2.5 any distribution to a member upon dissolution of the Company pursuant to Article 41.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

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

- 5.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **DIRECTORS**

### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

### **7. Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **8. Members' reserve power**

- 8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

## **9. Chair**

- 9.1 The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.
- 9.2 The Directors may appoint one of their number to be the Vice-Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.
- 9.3 At any meeting the Chair, or in his or her absence, the Vice-Chair shall be chair of the meeting but if neither the Chair nor the Vice-Chair is present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chair of the meeting.

## **10. Directors' remuneration**

Directors may undertake any services for the Company that the Directors decide.

## **11. Directors may delegate**

- 11.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 11.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 11.3 Any delegation by the Directors may be:
  - 11.3.1 by such means;
  - 11.3.2 to such an extent;
  - 11.3.3 in relation to such matters or territories; and
  - 11.3.4 on such terms and conditions;as they think fit.

- 11.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 11.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

## **12. Committees**

### **12.1 In the case of delegation to committees:**

- 12.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 12.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
- 12.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
- 12.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 12.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

- 12.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

## **13. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 13.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
- 13.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

- 13.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

#### **14. Rules**

- 14.1 The Directors may, by unanimous decision, from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

- 14.2 The rules may regulate the following matters but are not restricted to them:

- 14.2.1 the duties of any officers of the Company;
- 14.2.2 the admission of members of the Company and the benefits conferred on such members, and any fees or payments to be made by members;
- 14.2.3 the conduct of members of the Company in relation to one another, and to the Company's consultants, secondees and professional and other advisers and volunteers;
- 14.2.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
- 14.2.5 the procedure at general meetings;
- 14.2.6 any of the matters or things within the powers or under the control of the Directors; and
- 14.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 14.2.8 The Company in general meeting has the power to alter, add to or repeal the rules.

#### **15. Power to change name of Company**

- 15.1 The Directors may change the name of the Company at any time by unanimous decision of the Directors at a meeting.

#### ***DECISION-MAKING BY DIRECTORS***

#### **16. Directors to take decisions collectively**

Any decision of the Directors must be either:

- 16.1 a unanimous decision of the Directors present and voting at a quorate Directors' meeting (subject to Article 21 and any relevant conflict of interest declared pursuant to Article 23); or



16.2 a unanimous decision taken in accordance with Article 22.

## **17. Calling a Directors' meeting**

17.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

17.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

17.2.1 all the Directors agree; or

17.2.2 urgent circumstances require shorter notice.

17.3 Notice of Directors' meetings must be given to each Director.

17.4 Every notice calling a Directors' meeting must specify:

17.4.1 the place, day and time of the meeting;

17.4.2 the general nature of the business to be considered at such meeting; and

17.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

17.5 Notice of Directors' meetings need not be in Writing.

17.6 Article 34 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

## **18. Participation in Directors' meetings**

18.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

18.1.1 the meeting has been called and takes place in accordance with the Articles; and

18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

18.1.3 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

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

## **19. Quorum for Directors' meetings**

- 19.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Directors, whichever is the greater.
- 19.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 19.3.1 to appoint further Directors; or
  - 19.3.2 to call a general meeting so as to enable the members to appoint further Directors.

## **20. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

## **21. Casting vote**

- 21.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 21.2 Article 21.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **22. Unanimous decisions without a meeting**

- 22.1 A decision is taken in accordance with this Article 22 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a Conflict of Interest which, under Article 23, results in them not being entitled to vote.
- 22.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 22.3 A decision which is made in accordance with this Article 22 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 22.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

22.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 22.3;

22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

22.3.4 the Recipient must prepare a minute of the decision in accordance with Article 38 (minutes).

## **23. Director interests and management of conflicts of interest**

### ***Declaration of interests***

23.1 Unless Article 23.2 applies, a Director must declare the nature and extent of:

23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

23.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

23.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

23.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

23.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Company and which is available generally to the beneficiaries of the Company;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.16; and
- (c) payment under the indemnity set out at Article 6;

23.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 23.5.

23.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 23.5, he or she must:

23.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

23.5.2 not be counted in the quorum for that part of the process; and

23.5.3 withdraw during the vote and have no vote on the matter.

### ***Continuing duties to the Company***

23.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

23.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

23.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

## **24. Register of Directors' interests**

The Directors must cause a register of Directors' interests to be kept.

## **25. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

## ***APPOINTMENT AND RETIREMENT OF DIRECTORS***

## **26. Number of Directors**

There shall be at least four Directors.

## **27. Appointment of Directors and retirement of Directors by rotation**

27.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

### ***Composition of Board of Directors***

27.2 The Board shall be comprised as follows:

27.2.1 the Chairman of each Regional English Purchasing Consortium, ex-officio; and

27.2.2 up to four Appointed Directors;

provided each person is willing to act as a Director, and would not be disqualified from acting under the provisions of Article 28.

27.3 For the avoidance of doubt, each Director shall be subject to the same duties and responsibilities.

### ***Appointed Director***

27.4 The Appointed Directors may be appointed as an Appointed Director by a decision of the Directors.

### ***Minimum age***

27.5 No person may be appointed as a Director unless he or she has reached the age of 16 years.

### ***General***

27.6 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

## **28. Disqualification and removal of Directors**

A Director shall cease to hold office if:

28.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

28.2 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

28.3 a composition is made with his or her creditors generally in satisfaction of his or her debts;

28.4 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

28.5 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);

- 28.6 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 28.7 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 28.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors.

## **MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **29. Identity of members**

- 29.1 Subject to any termination of membership in accordance with Article 29, the members of the Company shall be each Regional English Purchasing Consortium and such other persons as are admitted to membership by the Directors in accordance with the Articles.
- 29.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Company unless:
- 29.2.1 that person has applied for membership in a manner approved by the Directors; and
  - 29.2.2 the Directors have approved the application. The Directors may in their absolute discretion decline to accept any person as a member and need not give reasons for doing so.
- 29.3 The Directors may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.
- 29.4 The names of the members of the Company must be entered in the register of members.
- 29.5 Each member may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Company. Evidence of the appointment of the representative must be provided in the form of:
- 29.5.1 An original or certified copy of the resolution of the directors or other governing body of the member;
  - 29.5.2 A letter confirming the appointment of the representative of the letterhead of the member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

29.5.3 Such other form as the Directors may require

29.6 A person authorised under Article 28.3 may exercise (on behalf of the member) the same powers as the member could exercise if it were an individual member.

### **30. Termination of membership**

30.1 Membership is not transferable.

30.2 A member shall cease to be a member:

30.2.1 if the member goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;

30.2.2 on the expiry of at least seven Clear Days' notice given by the member to the Company of its intention to withdraw; or

30.2.3 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any sum owed by it.

### **31. PEL Forum**

31.1 The Directors may establish the PEL Forum with such description and with such rights and obligations as they think fit, subject to this Article 31. For the avoidance of doubt:

31.1.1 PEL Forum shall be made up of representatives from:

- (a) the Regional English Purchasing Consortia;
- (b) any other member; and
- (c) any other organisation, subject to approval by the Directors.

31.2 The Directors may admit and remove such representatives who form the PEL Forum in accordance with such regulations as the Directors shall make, provided that no such representatives shall be members of the Company for the purposes of the Articles or the Companies Acts.

### ***DECISION-MAKING BY MEMBERS***

## **32. General meetings**

- 32.1 The Directors may call a general meeting at any time.
- 32.2 Such meeting must be held in accordance with the provisions regarding such meetings in the Companies Acts.

### ***WRITTEN RESOLUTIONS***

## **33. Written resolutions**

### ***General***

- 33.1 Subject to this Article 33, a written resolution agreed by a unanimous decision of eligible members shall be effective.
- 33.2 On a written resolution each member shall have one vote.
- 33.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 33.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

### ***Circulation***

- 33.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
- 33.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 33.7 The eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 33.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 33.9 A member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
  - 33.9.1 identifying the resolution to which it relates; and
  - 33.9.2 indicating the member's agreement to the resolution.



33.10 For the purposes of Article 33.9:

33.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

33.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Company; or
- (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

33.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **34. Communications by the Company**

#### ***Methods of communication***

34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

34.1.1 in Hard Copy Form;

34.1.2 in Electronic Form; or

34.1.3 by making it available on a website.

34.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

34.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

### ***Deemed delivery***

- 34.4 A member present in person or by proxy or via their authorised representative if a corporate member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 34.5 Where any Document or information is sent or supplied by the Company to the members:
- 34.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
  - 34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 34.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website; or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### ***Failed delivery***

- 34.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 34.7.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;
  - 34.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
  - 34.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

34.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

34.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

### **35. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

### **36. Secretary**

A Secretary may be appointed by the Directors for such term and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

36.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

36.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

### **37. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **38. Minutes**

The Directors must cause minutes to be made:

38.1 of all appointments of officers made by the Directors;

38.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

38.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the

proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

### **39. Records and accounts**

39.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies:

39.1.1 annual reports;

39.1.2 annual returns; and

39.1.3 annual statements of account.

39.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

### **40. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## **WINDING UP**

### **41. Winding up**

Upon the winding up or dissolution of the Company, any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall be shared amongst the members of the Company in proportion to financial contributions those members have made to the Company.

## **SCHEDULE**

### **INTERPRETATION**

#### **Defined terms**

In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Appointed Director”	means a person who is nominated to be a Director by an organisation which is not part of the Regional English Purchasing Consortia and subsequently appointed to be a Director pursuant to Article 27.4;
1.3 “Articles”	the Company’s articles of association;
1.4 “Board”	the board of Directors;
1.5 “Chair”	has the meaning given in Article 9.1;
1.6 “Chairman”	means the chair of the board of directors of an organisation which is part of the Regional English Purchasing Consortia;
1.7 “Company”	Procurement England Limited;
1.8 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.9 “Clear Days”	in relation to the period of a notice, 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;
1.10 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.11 “the Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
1.12 “Document”	includes summons, notice, order or other legal process and registers and includes, unless

<b>Term</b>	<b>Meaning</b>
	otherwise specified, any document sent or supplied in Electronic Form;
1.13 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.14 “Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.15 “Procurement UK”	means the collaborative body established to provide strategic direction in relation to procurement in higher education;
1.16 “Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.17 “Regional English Purchasing Consortium”	means each of London Universities Purchasing Consortium (registered company number: 04784719); NEUPC LIMITED (registered company number: 03955576); North Western Universities Purchasing Consortium Limited (registered company number: 04045190); and Southern Universities Management Services (registered company number: 02732244);
1.18 “Regional English Purchasing Consortia”	Means all the Regional English Purchasing Consortium taken together;
1.19 “Secretary”	the secretary of the Company (if any);
1.20 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called; and
“1.21 “Vice-Chair”	has the meaning given in Article 9.2; and
1.22 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
1.	Subject to paragraph 2 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

2. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.