

Company No. 08805432

**The Companies Act 2006**  
**Community Interest Company Limited by Guarantee**

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**ARTICLES OF ASSOCIATION**

**of**

**Joint Council for Qualifications CIC**

**(Adopted by special resolution passed  
on 25 January 2018, as amended 15  
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## Contents

INTERPRETATION.....	1
1    Defined terms.....	1
2    Community Interest Company .....	1
3    Asset Lock.....	1
4    Not for profit.....	1
OBJECTS, POWERS AND LIMITATION OF LIABILITY .....	2
5    Objects and Prohibited Topics.....	2
6    Powers .....	3
7    Liability of Members.....	3
DIRECTORS.....	3
DIRECTORS' POWERS AND RESPONSIBILITIES.....	3
8    Directors' general authority.....	3
9    Members' reserve power .....	3
10    Chair .....	4
11    Directors may delegate.....	4
12    Committees .....	4
DECISION-MAKING BY DIRECTORS.....	5
13    Directors to take decisions collectively.....	5
14    Calling a Directors' meeting .....	5
15    Participation in Directors' meetings.....	5
16    Quorum for Directors' meetings .....	6
17    Chairing of Directors' meetings.....	6
18    Decision-making at meetings.....	6
19    Decisions without a meeting .....	7
20    Conflicts of interest.....	7
21    Directors' power to authorise a conflict of interest.....	8

22	Register of Directors' interests .....	9
APPOINTMENT AND RETIREMENT OF DIRECTORS .....		9
23	Methods of appointing Directors .....	9
24	Termination of Director's appointment .....	9
25	Directors' remuneration .....	10
26	Directors' expenses .....	11
MEMBERS.....		11
BECOMING AND CEASING TO BE A MEMBER.....		11
27	Becoming a Member .....	11
28	Classes of Membership .....	12
29	Termination of Membership .....	12
DECISION MAKING BY MEMBERS .....		12
30	Members' meetings .....	12
31	Written resolutions.....	13
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS.....		14
32	Rules .....	14
33	Means of communication to be used .....	15
34	Irregularities.....	15
35	Minutes.....	16
36	Records and accounts .....	16
37	Indemnity.....	16
38	Insurance .....	17
39	Exclusion of model articles .....	18
The Schedule.....		19
Interpretation.....		19

## **INTERPRETATION**

### **1 Defined terms**

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

## **COMMUNITY INTEREST COMPANY AND ASSET LOCK**

### **2 Community Interest Company**

2.1 The Company is to be a community interest company.

### **3 Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) The transfer of assets (with the consent of the Regulator) to any asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

3.4 If:

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body approved by the Regulator in consultation with the Directors and Members.

### **4 Not for profit**

4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

## **OBJECTS, POWERS AND LIMITATION OF LIABILITY**

### **5 Objects and Prohibited Topics**

5.1 The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to:

- (a) providing advice and information to the appropriate regulatory authorities and government departments for education and skills across the United Kingdom on matters affecting the provision of qualifications currently described by the regulatory authorities as General and Vocational Qualifications;
- (b) facilitating and assisting in the provision of common arrangements for the examining of candidates with special requirements;
- (c) facilitating the administration of examination and other assessment procedures for the benefit of schools, colleges and other examination centres;
- (d) facilitating the development, promotion and public awareness of, and research into, qualifications and the assessment system as a whole; and
- (e) acting as a forum for discussion, so that improvements to qualifications and the examination system can be identified and delivered.

5.2 In no event shall any of the following be discussed between Members or Directors of the Company or at any meeting namely:

- (a) the prices which Members charge for examination entry or for any other service which they provide;
- (b) the persons to whom the Members shall or shall not provide services; or
- (c) any other of the terms upon which any Member shall or shall not provide any service, in so far as agreement on such matters would or may distort competition between the Members.

5.3 Notwithstanding any other provision of this Constitution, no decision of the Members or of the Directors shall constitute a contract between, or otherwise be binding upon or between, the Members.

**6 Powers**

6.1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

**7 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 or she is a Member or within one year after he or she ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he or she ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

**DIRECTORS**

**DIRECTORS' POWERS AND RESPONSIBILITIES**

**8 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.

**9 Members' reserve power**

- 9.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**10 Chair**

The Directors may appoint one of their number to be the Chair of the Directors. The position of Chair shall be for a term of 12 months or a term decided by the Directors.

**11 Directors may delegate**

11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions

as they think fit.

11.2 If the Directors so specify, any such delegation of this power may authorise further delegation of the Directors' powers by any person to whom they are delegated.

11.3 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

**12 Committees**

12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

### **13 Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

### **14 Calling a Directors' meeting**

- 14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - (a) all the Directors agree; or
  - (b) urgent circumstances require shorter notice.
- 14.3 Notice of Directors' meetings must be given to each Director.
- 14.4 Every notice calling a Directors' meeting must specify:
  - (a) the place, day and time of the meeting; and
  - (b) 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.
- 14.5 Notice of Directors' meetings need not be in Writing.
- 14.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

### **15 Participation in Directors' meetings**

- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - (a) the meeting has been called and takes place in accordance with the Articles; and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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

15.3 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.

**16 Quorum for Directors' meetings**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 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 two, and unless otherwise fixed it is four. To be quorate at least one Director appointed under Article 23 to represent a Member based in England which offers regulated general qualifications in England must be present at the meeting.

16.3 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:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the Members to appoint further Directors.

**17 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.

**18 Decision-making at meetings**

18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

18.2 In all proceedings of Directors each Director must not have more than one vote.

## **19 Decisions without a meeting**

- 19.1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. 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.
- 19.2 A decision which is made in accordance with Article 19.1 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:
  - (a) 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 (**Recipient**), which person may, for the avoidance of doubt, be one of the Directors;
  - (b) 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 19.2;
  - (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - (d) the Recipient must prepare a minute of the decision in accordance with Article 35.

## **20 Conflicts of interest**

- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

- (a) remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter.

20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she 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.

## **21 Directors' power to authorise a conflict of interest**

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

- (a) in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;
- (b) in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
- (c) the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been

authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

**22 Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

**23 Methods of appointing Directors**

- 23.1 Each Member shall appoint a representative to act as a Director.
- 23.2 A Director may not act as a Director unless he or she is permitted by law to do so and:
  - (a) is the Responsible Officer or equivalent of the Member he or she represents;
  - (b) the Member provides written confirmation to the Company that the individual has full decision making powers on behalf of the Member; or
  - (c) is the current Chief Executive Officer of the Company and has been invited by the Board to be a Director.

**24 Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) the Director ceases to be employed by the Member which he or she represents;
- (b) the Member which the Director represents ceases to be a Member;
- (c) the Member which the Director represents replaces the Director by written notice to the Company;
- (d) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;

- (e) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (f) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (g) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- (h) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- (i) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or
- (j) being a Director by virtue of being the Company's Chief Executive Officer, ceases to be the Chief Executive Officer (or if still in that post resigns from Board Membership by mutual agreement with the Board).

## **25 Directors' remuneration**

- 25.1 Directors may undertake any services for the Company that the Directors decide.
- 25.2 Directors are entitled to such remuneration as the Directors determine:
  - (a) for their services to the Company as Directors; and
  - (b) for any other service which they undertake for the Company.
- 25.3 Subject to the Articles, a Director's remuneration may:
  - (a) take any form; and
  - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

- 25.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 25.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

**26 Directors' expenses**

Unless the Directors decide otherwise, Directors shall not be entitled to any expenses incurred in connection with their attendance at any meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**27 Becoming a Member**

- 27.1 The subscribers to the Memorandum are the first Members of the Company.
- 27.2 Such other persons as are admitted to Membership in accordance with the Articles shall be Members of the Company.
- 27.3 Each Member of the Company shall appoint a representative as a Director in accordance with Articles 23.2 and 23.3.
- 27.4 No person shall be admitted as a Member of the Company unless he or she is approved by the Directors.
- 27.5 Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form (and containing such information) as the Directors require and executed by him or her.

**28 Classes of Membership**

- 28.1 In addition to the Members, the Directors may establish additional classes of Membership (including non-voting Memberships) with different rights and obligations and shall record the rights and obligations in the register of Members.
- 28.2 The Directors may from time to time alter the rights or obligations attached to such additional classes of Membership.

**29 Termination of Membership**

- 29.1 Membership is not transferable to anyone else.
- 29.2 Membership is terminated if:
  - (a) the Member ceases to exist;
  - (b) otherwise in accordance with the Articles;
  - (c) in accordance with Rules in force from time to time, a resolution is passed resolving to remove a Member due to any breach by that Member; or
  - (d) 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 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 will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

**DECISION MAKING BY MEMBERS**

**30 Members' meetings**

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

- 30.3 A person who is not a Member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 30.4 Article 30.3 shall not prevent a person who is a proxy for a Member or a duly authorised representative of a Member from voting at a general meeting of the Company.

### **31 Written resolutions**

- 31.1 Subject to Article 31.3, a written resolution of the Company passed in accordance with this Article 31 shall have effect as if passed by the Company in general meeting:
  - (a) A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
  - (b) A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 31.2 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.
- 31.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 31.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 31.5 A Member signifies their agreement to a proposed written resolution when the Company receives from them an authenticated Document identifying the resolution to which it relates and indicating their agreement to the resolution.
  - (a) If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the Member's signature.

(b) If the Document is sent to the Company by Electronic Means, it is authenticated if it is from an email Address notified by the Member to the Company for the purposes of receiving Documents or information by Electronic Means.

31.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

31.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **32 Rules**

32.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.

32.2 Such rules or bye laws may regulate the following matters but are not restricted to them:

- (a) the admission, rights and privileges of Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
- (b) the admission, rights and privileges of any additional (e.g. non-voting) classes of Members of the Company, and the entrance fees, subscriptions and other fees or payments to be made by such members;
- (c) the conduct of all Members of the Company (whether Members or other classes of Members) in relation to one another, and to the Company's employees;
- (d) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

- 32.3 The Company in a general meeting has the power to alter, add to or repeal the rules or bye laws.
- 32.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Company.
- 32.5 The rules or bye laws shall be binding on all Members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

**33 Means of communication to be used**

- 33.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles 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 or to the Company.
- 33.2 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 by which that Director has agreed to be sent or supplied with such notices or Documents for the time being.
- 33.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

**34 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 referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

**35 Minutes**

35.1 The Directors must cause minutes to be made in books kept for the purpose:

- (a) of all appointments of officers made by the Directors;
- (b) of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- (c) 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 approved (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.

35.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

**36 Records and accounts**

36.1 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 and the Regulator of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

36.2 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.

**37 Indemnity**

37.1 Subject to Article 37.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

37.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

37.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant Director** means any Director or former Director of the Company or an associated company.

## **38 Insurance**

38.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

38.2 In this Article:

- (a) a **relevant Director** means any Director or former Director of the Company or an associated company;
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**39 Exclusion of model articles**

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

## The Schedule

### Interpretation

#### **1 Defined terms**

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

**Address** includes a number or address used for the purposes of sending or receiving Documents by Electronic Means

**Articles** means the Company's articles of association

**asset-locked body** means:

- (a) a community interest company, a charity or a Permitted Industrial and Provident Society
- (b) a body established outside the United Kingdom that is equivalent to any of those

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy

**Chair** has the meaning given in Article 10

**Circulation Date** in relation to a written resolution, has the meaning given to it in the Companies Acts

**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

**community** is to be construed in accordance with accordance with section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004

**Companies Acts** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

**Company** means Joint Council for Qualifications CIC

**Conflict of Interest** means any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company

**Director** means a director of the Company appointed in accordance with Article 23, and includes any person occupying the position of director, by whatever name called

**Document** includes, unless otherwise indicated, any Document sent or supplied in Electronic Form

**Electronic Form** and **Electronic Means** have the meanings respectively given to them in section 1168 of the Companies Act 2006

**Hard Copy Form** has the meaning given to it in the Companies Act 2006

**Member** means a company law member of the Company appointed in accordance with Article 27 and Membership shall be construed accordingly

**Memorandum** means the Company's memorandum of association

**participate** in relation to a Directors' meeting, has the meaning given in Article 15

**Permitted Industrial and Provident Society** means an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006

**Regulator** means the Regulator of Community Interest Companies

**Responsible Officer** means the authoritative point of contact for the Member determined in accordance with the guidelines and/or regulations published by the regulator of that Member

**Secretary** means the secretary of the Company (if any)

**Specified** means specified in the memorandum and articles of association of the Company for the purposes of this paragraph

**Subsidiary** has the meaning given in section 1159 of the Companies Act 2006

**Transfer** includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property

**Writing** means 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

- 1.2 Subject to paragraph 1.3 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.
- 1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act as in force on the date when the Articles become binding on the Company.