

## **MEMORANDUM OF ASSOCIATION OF VENUEMATERS LIMITED**

1. The name of the Company is Venuemasters Limited
2. The Registered Office of the Company will be situated in England at:  
Office 8, Hydra House, Hydra Business Park, Nether Lane, Ecclesfield, Sheffield S35 9ZX
3. The objects for which the Company is established are:
  - (i) To undertake marketing and promotional activities related to the hiring out of accommodation and other facilities at institutions of further, higher and professional education.
  - (ii) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
  - (iii) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that: The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

### **INCOME AND PROPERTY**

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association provided that nothing herein shall prevent any payment in good faith by the Company:
  - (i) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - (ii) of reasonable and proper rent for premises demised or lent by any member of the Company;

### **LIMITATION OF MEMBERS' LIABILITY**

5. The liability of the members is limited.

### **GUARANTEE CLAUSE**

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.

### **DISSOLUTION**

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or surplus whatsoever, the same shall be paid to or distributed among the members of the Company pro rata to the amount contributed to the Company by each of its members and no alterations shall be made to this clause 7 without the written consent of every member of the Company. We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

# ARTICLES OF ASSOCIATION OF VENUEMASTERS LIMITED

## PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words set out in the first part of the table below shall bear the meanings set opposite to them respectively in the second part thereof.

**Words:** Meanings

**The Statutes:** The Companies Acts 1948 to 1980 and every other Act for the time being in force concerning companies and affecting the Company.

**These presents:** These Articles of Association, as originally framed, or as from time to time altered by Special Resolution.

**The Board:** The Board of Directors for the time being of the Company.

**Office :** The Registered Office of the Company.

**Seal:** The Common Seal of the Company.

**The United Kingdom:** Great Britain and Northern Ireland.

**Month:** Calendar month.

**Year:** Calendar year.

**In writing:** Written or produced by any substitute for writing, or partly one and partly another.

The expression 'Secretary' shall include any person appointed by the Board to perform any of the duties of the Company Secretary.

Save as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. The number of members with which the Company proposes to be registered is seventy, but the Board may from time to time register an increase of members.

3. The members of the Company shall be the subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership. Membership of the Company is normally restricted to institutions of further, higher and professional education.

4. (A) The Board shall have an absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for its decision but nothing herein contained shall entitle the Board to discriminate in any way between applicants by reason of race, colour or creed.

(B) (i) Each member shall pay an annual subscription in each financial year of the Company or such other annual period as shall be determined from time to time by the Board.

(ii) The amount of the subscription shall be paid by members within one month of the due date for payment.

(iii) If any member fails to pay its subscription within the said period of one month, a notice of default shall be sent to it by the Company and if payment has not been made within thirty days thereafter such default shall be reported to the Board who may if it so determines remove such member from membership of the Company.

(C) (i) Each member shall adhere to a code of practice as determined from time to time by the Board. Any member failing to adhere to a current code of practice will be reported to the Board who will see to resolve any problems. The Board may if it so determines remove such a member from membership of the Company.

(D) Membership shall cease:-

(i) upon twelve months written notice being given by a member or the Company to the other to expire at the end of any financial year of the Company; such notice must include an entire financial year i.e. April 1st to March 31<sup>st</sup> or

(ii) upon the expulsion of a member pursuant to Article 4(B) or 4(C) above

Provided that arrears of subscriptions due for the year in which, and at the end of which, a member ceases to be a member shall be a debt due to the Company.

## GENERAL MEETINGS

5. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Board. All other General Meetings shall be called Extraordinary General Meetings.

6. The Board may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed to convene an Extraordinary General Meeting.

## NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty-one days' notice in writing at the least, and any other General Meeting by fourteen days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed -

(i) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and

(ii) in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

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

8. Every notice calling a General Meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

9. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-

(A) Reading, considering and adopting the balance sheet and income and expenditure account and reports of the Board and the Auditors, and other related documents.

(B) Appointing Auditors.

(C) Appointing members of the Board and other officers in the place of those retiring by rotation or otherwise.

10. Any member of the Company entitled to vote at a General Meeting of the Company shall be entitled to appoint as his proxy to attend and vote instead of him another member (also qualified to attend and vote) or a substitute employee of his own subscriber organisation. In any notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him.

## **PROCEEDINGS AT GENERAL MEETINGS**

11. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business; five members present in person or by proxy shall be a quorum for all purposes.

12. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present in person or by proxy shall be a quorum.

13. The Chairman of the Board, failing whom the Vice-Chairman, shall preside as Chairman at every General Meeting but, if there be no such Chairman or Vice Chairman or if at any meeting neither shall be present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to preside. If at any meeting no member of the Board is present and willing to preside, the members present shall choose one of their number so to do.

14. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except where the meeting has been adjourned for thirty days or more when notice of the adjourned meeting shall be given as in the case of an original meeting.

15. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

(A) the Chairman; or

(B) not less than three members entitled to vote; or

(C) any member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

16. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at an adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude to vitiate the resolution.

17. If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

18. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

19. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken either immediately or at such time and place as the Chairman of the meeting directs, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately.

20. Subject to the provisions of the Statutes a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held.

## **VOTES OF MEMBERS**

21. No member shall, unless the Board otherwise determine, be entitled to vote at any General meeting unless all moneys presently payable by him to the Company have been paid. Subject as aforesaid every member shall have one vote.
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
23. On a poll votes may be given either personally or by proxy.
24. An instrument appointing a proxy shall be in writing and (A) in the case of an individual, shall be signed by the appointer or his attorney, and (B) in the case of a corporation shall be either under its common seal or signed by its attorney or by an officer on its behalf. The Board may, but shall not be bound to, require evidence of the authority of any such attorney or officer.
25. An instrument appointing a proxy must be left at the Office or such other place (if any) as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting (or, in the case of a poll, before the time appointed for the taking of the poll) at which it is to be used and in default shall not be treated as valid.
26. An instrument appointing a proxy may be in the usual common form, or in such other form as the Board may accept, and shall be deemed to confer authority to demand or join in demanding a poll. It need not be witnessed and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
27. A vote given by proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting or poll at which the vote is given.
28. Any matter or thing which may under these presents be dealt with by Ordinary Resolution and is not required by law to be dealt with in general meeting may, if the Board so resolve, be determined by a postal ballot to be conducted in such manner as the Board may think fit and any resolution declared by the Board to have been carried by a majority of the members voting on such ballot shall have effect in all respects as if it were an Ordinary Resolution duly passed at a meeting of the Company duly convened and held.

## **CORPORATIONS ACTING BY REPRESENTATIVES**

29. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

## **BOARD OF DIRECTORS**

30. Subject as hereinafter provided, the Board shall not be less than three no more than ten in number. The first members of the Board shall be appointed in writing by a majority of the subscribers to the Memorandum of Association and their number shall be within the limit above mentioned. The Company may by Ordinary Resolution from time to time increase or reduce the minimum or maximum number of members of the Committee.
31. The members of the Board may be paid all travelling, hotel and other expenses properly incurred and claimed by them in attending and returning from meetings of the Board or any sub-Committee thereof or General Meetings.

## **APPOINTMENT AND RETIREMENT OF MEMBERS OF THE BOARD OF DIRECTORS**

32. The office of a member of the Board shall be vacated in any of the following events, namely:-
- (A) If he resigns by writing under his hand left at the Office
  - (B) If he have a receiving order against him or compound with his creditors generally
  - (C) If in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs
  - (D) Failure to attend 50% Board meetings per annum
  - (E) Failure to support the professional interests and objectives of the Company
33. At each Annual General Meeting one-third of the members of the Board for the time being, or, if their number is not a multiple of three, the number nearest to but not greater than one-third, shall retire from office. A member of the Board retiring shall retain office until the close or adjournment of the meeting.
34. The members of the Board to retire in every year shall be those who have been longest in office since their last election or appointment, but as between persons who became or were last re-elected members of the Board on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring member of the Board shall be eligible for re-election, normally to a maximum term of eight years
35. The Company at the meeting at which a member of the Board retires under any provision of these presents shall fill up the vacated office by electing a person thereto, and in default the retiring member of the Board shall be deemed to have been re-elected unless the default is due to the moving of a resolution in contravention of the next following Article.

36. A motion for the appointment of two or more persons as members of the Board by a single resolution shall not be made at any General Meeting unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it, and any resolution moved in contravention of this provision shall be void.

37. The Company may by Special Resolution, for which special notice shall be required, remove any member of the Board before the expiration of his period of office, and may by a like resolution appoint another person in his place. The Company may also by Special Resolution appoint any person to be a member of the Board either to fill a casual vacancy or as an additional member of the Board

38. The Board shall have power at any time and from time to time to appoint any person to be a member of the Board either to fill a casual vacancy or as an additional member of the Board but so that the total number of the members of the Board shall not at any time exceed the maximum number fixed by or in accordance with these presents. Any person so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of members of the Board who are to retire by rotation at such meeting.

## **PROCEEDINGS OF THE BOARD OF DIRECTORS**

39. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any member of the Board may, and the Company Secretary on the requisition of a member of the Board shall, at any time summon a meeting of the Board it shall not be necessary to give notice of a meeting of the Board to any member thereof for the time being absent from the United Kingdom.

40. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be three. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

41. The continuing members of the Board may act notwithstanding any vacancies, but, if and so long as the number of members of the Board is reduced below the minimum number fixed by or in accordance with these presents, the continuing members or member of the Board, may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company, but for no other purpose. If there be no members or member of the Board able or willing to act, then any two members of the Company may summon a General Meeting for the purpose of appointing members of The Board.

42. The Board may elect a Chairman and a Vice-Chairman from among their number and determine the period for which each is to hold office. If no Chairman or Vice-Chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the members of the Board present may choose one of their number to be Chairman of the meeting. The term of office of Chairman and Vice Chairman is normally 2 years, subject to confirmation at the first Board meeting after an A.G.M.

43. A resolution in writing signed by all the members of the Board for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Board duly convened and held, and may consist of several documents in the like form, each signed by one or more of the members of the Committee.

44. The Board may delegate any of their powers to sub-committees consisting of such members of their body as they think fit. Any sub-Board so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Board. Any such regulations may provide for or authorise the co-option to the sub-Board of members of the Company and non-members of the Company not being members of the Board and for such co-opted members to have voting rights as members of the sub-Board but so that the number of co-opted members shall not exceed one-half of the total number of members of the sub-Board (exclusive of any ex-officio members), and any resolution passed by the sub-Board shall not be effective if passed at a meeting where the majority of members present were co-opted members unless the resolution is subsequently ratified by the Board

45. The meetings and proceedings of any sub-Board shall be governed by the provisions of these presents regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.

46. All acts done by any meeting of the Board or a sub-Board thereof, or by any person acting as a member of the Board or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any member of the Board or sub-Board or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Board or sub-Board and had been entitled to vote.

## **BORROWING POWERS**

47. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **POWERS OF THE BOARD OF DIRECTORS**

48. The affairs of the Company shall be managed by the Board who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes, and to such regulations (not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation so made by the Company shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

49. The Board shall have power from time to time to adopt and make, alter or revoke, bylaws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established, provided that such bylaws are not repugnant to the Memorandum or Articles of Association. All such bylaws for the time being in force shall be binding upon all members until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an Ordinary Resolution of the Company. No member shall be absolved from such bylaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Board to make bylaws on other matters the following shall be deemed to be matters which may be governed by bylaws within the meaning of this Article, that is to say:-

- (A) As to the persons eligible for membership of the Company.
- (B) As to the conditions on which persons shall be admitted to membership of the Company.
- (C) As to entrance fees (if any) payable in respect of membership of the Company.
- (D) As to the annual, quarterly or other subscriptions or payments (if any) to be payable by the members of the Company.
- (E) As to the manner in which membership of the Company may be terminated or shall determine.
- (F) As to the rights and privileges to be accorded to, and the qualifications, restrictions and conditions to be imposed on, members of the Company.
- (G) As to committees of members in connection with various branches of the Company's activities and the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees.

Provided always that no bylaws as to the manner in which membership may be terminated shall have any validity or effect unless it provides that any member whose membership is proposed to be terminated shall be given a proper opportunity of attending and being heard at any meeting to which such proposal is to be submitted.

## **THE SEAL**

50. The Board shall provide for the safe custody of the Seal, which shall only be used with the authority of the Board or a sub-Board authorised in that behalf by the Board. Every instrument to which the Seal is affixed shall be signed by a member of the Board and countersigned by a second member of the Board or by the Company Secretary.

## **ACCOUNTS**

51. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place within Great Britain as the Board think fit, and shall at all times be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Committee.

52. A copy of every balance sheet and income and expenditure account which is to be laid before the Company in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and holder of debentures of, the Company and to the Auditors and any other persons entitled to receive notices of General Meetings. Provided that this Article shall not require a copy of these documents to be sent to more than one of the joint holders or to any person who is not entitled to receive notices of meetings and of whose address the Company is not aware.

## **AUDIT**

53. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

## **NOTICES**

54. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at the registered address as appearing in the register of members or to such other address as he may supply to the Company for the giving of notices to him, and any notices so served by post shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.

55. A member described in the register of members by an address not within the United Kingdom who has not supplied to the Company an address within the United Kingdom for the giving of notices to him shall not be entitled to receive any notice from the Company.

56. Any notice or document served by post shall be deemed to have been served at the expiration of 24 hours (or, where second class mail is employed, 48 hours) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

## **INDEMNITY**

57. Subject to the provisions of the Statutes every member of the Committee, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## **WINDING UP**

58. Upon the winding up of the Company the provisions of clause 7 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.