

Memorandum of Association of Academic Venue Solutions Ltd

1. The name of the Company is Academic Venue Solutions Limited
Company number 01609919

2. The Registered Office of the Company will be situated in England at: Potton House,
Wyboston Lakes, Great North Road, Wyboston, Beds MK44 3BZ

LIMITATION OF MEMBERS' LIABILITY

3. The liability of the members is limited by guarantee.

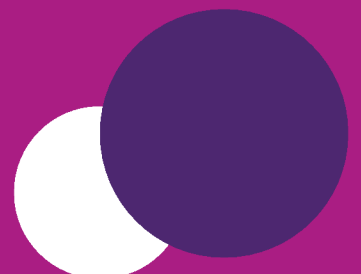
GUARANTEE CLAUSE

4. Every member agrees to contribute up to £1 towards the Company's debts and winding-up costs if the Company is shut down while they are a member, or within one year after they leave. This contribution may be used for:

- Paying off any debts or liabilities the Company incurred whilst a member
- Paying all costs and expenses of any winding up action against the Company
- Settling any financial matters between members

DISSOLUTION

5. 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 5 without the written consent of every member of the Company.



ARTICLES OF ASSOCIATION OF ACADEMIC VENUE SOLUTIONS LIMITED (“Company”)

1. DEFINITIONS:

Statutes: The Companies Act 2006 and any other legislation currently in force relating to companies and applying to the Company.

Bylaw: An internal rule made by the Board under the Articles to manage the Company’s operations, provided it does not conflict with the Articles or the law.

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

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

Office: The registered office of the Company.

United Kingdom: Great Britain and Northern Ireland.

Month: Calendar month.

Year: Calendar year.

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

Secretary: Any person appointed by the Board to perform any of the duties of the Company Secretary.

Unless stated otherwise, any words or phrases defined in the Statutes will have the same meaning in these Articles, as long as it makes sense in the context.

2.The Company does not have a fixed number of members. The Board may admit members in accordance with these Articles.

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 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.



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 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 Conduct as determined by the Board. Any member failing to adhere to a current Code of Conduct will be reported to the Board who will seek 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) A member may withdraw from membership of the Company by giving six months' notice to the Company In writing at the start of the financial Year i.e. before 1 August.

(ii) If a member is expelled under Article 3(B) or 3(C), they must still pay any unpaid subscription fees for the Year in which their membership ends. These fees will be treated as a debt owed to the Company.

GENERAL MEETINGS

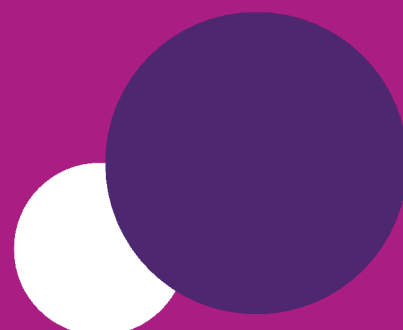
5. An Annual General Meeting (AGM) shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every Year, at such time (within a period of not more than fifteen months after the holding of the last preceding AGM) and place as may be determined by the Board.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

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- i) in the case of an AGM, 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 90 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 AGM 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 AGM 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 other related documents.

10. Any member of the Company entitled to vote at a General Meeting of the Company shall be entitled to appoint as their proxy to attend and vote instead of them, another member (also qualified to attend and vote) or a substitute employee of their 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 them.

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 a quorum is not present within fifteen minutes of the scheduled start time of a General Meeting, the meeting will be adjourned and held online on a date and at a time set by the Board, no earlier than the same day in the following week. If at the adjourned meeting a quorum is still not present within fifteen minutes of the start time, the members present in person or by proxy shall be considered a quorum.



13. The Chair of the Board, failing whom the Vice-Chair, shall preside as Chair at every General Meeting but, if there be no such Chair or Vice-Chair 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 to do so.

14. The Chair may adjourn a meeting with the agreement of those present (and must do so if the meeting requests it). Only unfinished business from the original meeting can be discussed at the adjourned meeting. No new notice is needed unless the meeting is adjourned for 30 days or more, in which case a new notice must be given as if it were a new meeting.

15. At any General Meeting, including electronic meetings, a resolution will be decided by a show of hands unless a poll is requested before or immediately after the result is declared. A poll may be requested by the Chair, by at least three members entitled to vote, or by any member or members holding at least 10% of the total voting rights. A request for a poll may be withdrawn. If no poll is requested, the Chair's declaration of the result and the entry in the minutes will be final.

16. If a vote is wrongly counted or accepted, the result will still stand unless the error is raised during the same meeting (or its adjournment) and the Chair determines that the error is significant enough to change the outcome.

17. If a poll is properly requested and not withdrawn, it will be conducted in a manner decided by the Chair. The result of the poll will be treated as the official decision of the meeting. The Chair may appoint scrutineers to oversee the poll and may adjourn the meeting to a new time and place to announce the result.

18. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair 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 on whether to adjourn the meeting must be taken immediately. A poll on any other matter may be taken at once or at a later time and place set by the Chair. The meeting may continue with other business while the poll is being arranged. No additional notice is required if the poll is not taken immediately.

20. A written resolution approved by all members entitled to receive notice of and vote at General Meetings shall have the same effect as if it had been passed at a duly convened meeting. Approval may be given in writing or by electronic means.

VOTES OF MEMBERS

21. No member shall, unless the Board otherwise determines, be entitled to vote at any General meeting unless all monies presently payable by them 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 Chair of the meeting whose decision shall be final and conclusive.

23. On a poll votes may be given either personally or by proxy.

24. A proxy appointment must be made in writing approved by the Board. If the member is an individual, the appointment must be signed by them or by someone authorised to act on their behalf. If the member is a corporation, the appointment must be signed by an authorised officer or attorney. The Board may request evidence of the authority of any person signing a proxy appointment on behalf of a member.

25. A proxy appointment may be submitted in writing in any form approved by the Board, and must be received at the address or by the method stated in the meeting notice at least 48 hours before the meeting (or, if for a poll, before the poll takes place). Unless it states otherwise, the appointment gives the proxy the authority to vote and request a poll, and it applies to any adjourned meeting as well. Late appointments will not be valid.



26. A vote cast by a proxy remains valid even if the member dies, loses capacity, or cancels the proxy, unless the Company has received written notice of this before the meeting.

27. Notice of a member's death, loss of capacity, or cancellation of a proxy must be received by the Company before the start of the meeting, adjourned meeting, or poll for it to affect the proxy vote.

28. Any matter that may be decided by Ordinary Resolution, and is not required by law to be passed at a General Meeting, may be decided by electronic or postal ballot if approved by the Board. The ballot shall be conducted in a manner set by the Board. A resolution approved by a majority of members voting shall have the same effect as if passed at a duly convened meeting.

CORPORATIONS ACTING BY REPRESENTATIVES

29. Any corporate member may authorise a representative to act on its behalf at any Company meeting. The authorised representative may exercise the same rights as the corporate member could if it were an individual.

BOARD OF DIRECTORS

30. 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. Subject as hereinafter provided, the Board shall not be less than six nor no more than ten in number. In writing The Company may by Ordinary Resolution from time to time increase or reduce the minimum or maximum number of members of the Board.

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 they resign In writing, and the resignation is received by the Company.

(B) If they are declared bankrupt or enter into an arrangement with their creditors.



(C) If a court (in England or elsewhere) makes an order because the person is mentally incapable of managing their affairs - for example, formally appointing someone to act on their behalf.

(D) If they fail to attend Board meetings without good reason, such that their attendance falls below 100% in any Year, unless the Board considers the absence to be due to exceptional or extenuating circumstances.

(E) Failure to support the professional interests and objectives of the Company

33. Each member of the Board shall serve a term of two years from the date of appointment, subject to earlier resignation or removal in accordance with these Articles. A member shall be eligible for reappointment for up to two further consecutive terms, as voted by the Board, serving a maximum of six consecutive years. After serving three consecutive terms, a Board member must step down for at least one full two-Year term before becoming eligible for reappointment.

34. The members of the Board to retire each Year shall be those whose term of Office has expired. Retiring members shall be eligible for reappointment, subject to the term limits set out in Article 33.

35. The appointment or reappointment of members of the Board shall follow a transparent and competency-based process.

(a) A Selection Board, comprising no fewer than three current members of the Board and the Contract Manager (or their representative), shall oversee the recruitment and selection of new Board members.

(b) In carrying out its responsibilities, the Board shall consider the current and future needs of the Company, assess any skills gaps on the Board, and determine appropriate recruitment criteria.

(c) Vacant Board positions shall normally be advertised to all members. The process may include written applications and interviews, as determined by the Selection Board based on the needs and timelines of the organisation.

(d) The Selection Board shall recommend candidates to the Board for approval and may include a member vote.



(e) In exceptional circumstances, the Board may co-opt a member to ensure continuity or organisational stability, provided the Board remains within the prescribed size limits.

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 members of the Company may, by Special Resolution with special notice, remove a Board member before their term ends and appoint someone else in their place. They may also appoint new Board members to fill a vacancy or increase the size of the Board.

38. The Board may appoint someone to fill a vacancy or add to the Board, as long as they don't exceed the maximum number of Board members allowed. Anyone appointed this way will serve until the next Annual General Meeting and can be re-elected, but won't count towards the number of Board members due to retire by rotation.

PROCEEDINGS OF THE BOARD OF DIRECTORS

39. The Board may meet together for the dispatch 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 Chair shall have a second or casting vote. Any member of the Board may, 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 Board may decide its own quorum. If it doesn't, the default quorum is three Board members. Any Board meeting with a quorum can make decisions on behalf of the Company.

41. Members of the Board are expected to attend meetings regularly and to prioritise their responsibilities to the Company. Repeated absence from Board meetings, without reasonable cause, may be grounds for removal from Office, at the discretion of the Board. Illness or exceptional personal circumstances shall be considered valid reasons for absence.

Routine work conflicts shall not normally be considered sufficient reason for persistent non-attendance.



42. The Board may elect a Chair and a Vice-Chair from among their number and determine the period for which each is to hold Office. If no Chair or Vice-Chair 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 Chair of the meeting. The term of Office of Chair and Vice Chair is normally 2 years, subject to confirmation at the first Board meeting after an AGM.

43. A member of the Board who has a direct or indirect interest in any matter under discussion by the Board shall declare the nature and extent of that interest to the Board as soon as reasonably practicable. If the interest is a conflict of interest, the member shall withdraw from the part of the meeting at which the matter is discussed, shall not participate in the discussion or decision, and shall not be counted in the quorum in relation to that item.

The Board shall record any such declaration in the minutes of the meeting. The Board may, at its discretion, permit a conflicted member to remain present for part of the discussion for the purpose of providing information, provided no undue influence is exercised.

Failure to declare a known conflict of interest may be treated as a breach of duty and may result in removal from the Board, subject to the provisions of these Articles.

44. A resolution agreed by all members of the Board, whether in a meeting or by electronic means, shall be as effective as a resolution passed at a meeting of the Board duly convened and held. Such agreement shall be clearly recorded in the minutes of the Board or confirmed in writing (including by email or other electronic communication), and need not be signed by the members individually.

45. The Board may delegate its powers to sub-committees made up of Board members. The Board may set rules for how those sub-committees operate, including allowing members and non-members of the Company to be co-opted, with or without voting rights. Co-opted members must not make up more than half of the sub-committee (not including ex officio members), and no decision made by a majority of co-opted members is valid unless ratified by the Board.



46. The meetings and proceedings of any sub-committee 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.

47. Any decisions made by the Board or a sub-committee are valid, even if someone involved was later found to have been improperly appointed, disqualified, or not entitled to vote, as long as the people dealing with the Company did so in good faith.

BORROWING POWERS

48. 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

49. The Board is responsible for managing the Company's affairs and may exercise all powers of the Company, except those that must be decided by the members in a General Meeting or as required by law.

The Board may also pay any costs related to forming and registering the Company. Any rules made by the members in a General Meeting do not affect decisions the Board has already made if those decisions were valid at the time. These general powers are not limited by any specific powers given elsewhere in the Articles.

50. The Board may create, change, or cancel Bylaws to help manage the Company and support its purposes, as long as those Bylaws don't conflict with the Memorandum or Articles of Association.

Bylaws in force are binding on all members until they are changed or removed by the Board or by an Ordinary Resolution of the members. Members are bound by the Bylaws whether or not they have received a copy.



Bylaws may cover matters such as:

- (A) Who is eligible for membership
- (B) The conditions for becoming a member
- (C) Any entrance fees
- (D) Membership subscriptions or other payments
- (E) How membership may end
- (F) Member rights, responsibilities, and restrictions
- (G) Committees related to the Company's activities, including how members are appointed, removed, or what duties and powers they have.

However, any Bylaw about ending a member's membership must give the member a fair chance to attend the meeting and be heard before a decision is made.

ACCOUNTS

51. The Company must keep accounting records that clearly show and explain its transactions and comply with the Companies Act 2006 and other applicable laws. These records may be kept at the registered Office, electronically, or at another location in the UK approved by the Board. They shall be open to inspection by the Board and any officer of the Company. No member or other person has the right to inspect these records unless allowed by law, a court order, or with the Board's permission.

52. The Company shall send a copy of the annual accounts, including any documents required by law, to all members, auditors, and any other person entitled to receive notice of General Meetings.

NOTICES

53. Any notice or document may be sent to a member personally, by post, or by electronic means using the contact details provided in the register of members or otherwise supplied to the Company for that purpose. Notices sent by post or electronically are considered delivered even if the member is no longer alive or has become insolvent, whether or not the Company is aware of that fact.



54. Members must provide a valid contact address (email or postal) for receiving notices. If no such address is provided, the Company is not required to send notices to that member.

INDEMNITY

56. Subject to the law, every member of the Board, auditor, Company Secretary, or other officer of the Company is entitled to be indemnified by the Company for any costs, losses, expenses, or liabilities they reasonably incur while carrying out their duties.

WINDING UP

57. Upon the winding up of the Company the provisions of clause 5 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.

RECORD KEEPING

59. The Company shall keep a record, In writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors and or the Members.

Academic Venue Solutions Ltd (formerly Venuemasters Ltd) Registered in England – Registered Number 01609919 Registered Office : Potton House, Wyboston Lakes, Great North Road, Wyboston, Beds MK44 3BZ



Contact

Information

If you have any further questions please contact us,

Contact

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