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COMPANIES HOUSE

## The Companies Act 2006

Private Company Limited by Guarantee

Articles of Association of Kings Heath Business Improvement District Ltd

Registered in England and Wales no. 05785221

Registered office: 1a Station Road, Kings Heath, Birmingham, B14 7SR

These Articles of Association replace the previous ones that were adopted on 20<sup>th</sup>  
June 2018.

These Articles were adopted at the Annual General Meeting of the Members of  
the Kings Heath Business Improvement District Ltd on 19<sup>th</sup> October 2021

Signed

Brett Rehling, Director

**THE COMPANIES ACTS 1985 AND 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION ADOPTED BY SPECIAL RESOLUTION ON 19<sup>TH</sup> OCTOBER 2021 OF**

**KINGS HEATH BUSINESS IMPROVEMENT DISTRICT LIMITED**

**COMPANY NUMBER 05785221**

**1. INTERPRETATION**

**1.1 In these regulations**

<b>"Articles"</b>	Means the articles of association of the Company
<b>"BIDS"</b>	Business Improvement Districts
<b>"BID Area"</b>	Means the Kings Heath area of Birmingham designated as a Business Improvement District pursuant to the Local Government Act 2003 and the Business Improvement Districts (England) Regulations 2004 (SI2004/2443) and as described in the BID Proposal
<b>"BID Levy"</b>	Means the charge to be levied and collected from the BID Members in the BID Area pursuant to the BID proposal
<b>"BID Members"</b>	Means those members of the Company who are non-domestic ratepayers responsible for paying the BID Levy
<b>"BID Proposal"</b>	Means the BID proposal with respect to the Kings Heath BID in accordance with the Local Government Act 2003 and Business Improvement Districts (England) Regulations 2004 SI 2004 No 2443
<b>"BID Term"</b>	A period of no longer than five years
<b>"Board"</b>	Means the Board of Directors of the Company acting collectively
<b>The "Local Authority"</b>	Means Birmingham City Council
<b>"Clear Days"</b>	In relation to the period of notice given means 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
<b>"Companies Act 2006"</b>	The Companies Act 2006 (as amended from time to time)
<b>"Council"</b>	Means Birmingham City Council

<b>“Director”</b>	Means a Director of the Company, and includes any person occupying the position of Director, by whatever name called
<b>“Electronic Address”</b>	Any address or number used for the purpose of sending or receiving documents or information by electronic means
<b>“Electronic Form” and “Electronic Means”</b>	Have the meaning given in section 1168 of the Companies Act 2006
<b>“Hard Copy Form”</b>	Has the meaning given in section 1168 of the Companies Act 2006
<b>“Members”</b>	Means BID Members and Voluntary Members (to the extent that there are any Voluntary Members) collectively
<b>“Membership”</b>	Means Membership of the Company
<b>“Memorandum”</b>	Means the Memorandum of Association of the Company
<b>“Objects”</b>	Means the Objects of the Company as set out in the Company’s Memorandum of Association
<b>“Office”</b>	Means the Registered office of the Company
<b>“Police”</b>	Means the West Midlands Police Authority
<b>“Regulations”</b>	Means the Business Improvement Districts (England) Regulations 2004 (as may be amended from time to time)
<b>“Seal”</b>	Means the common seal of the Company
<b>“Secretary”</b>	Means the Secretary of the Company or any other person appointed to perform the duties of the secretary of the Company
<b>“Statutes”</b>	Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies affecting the Company
<b>“United Kingdom”</b>	Means Great Britain and Northern Ireland
<b>“Voluntary Contributions”</b>	Means contributions paid to the Company by Voluntary Members or BID Members to be used towards securing or procuring the BID Proposal and the objectives of the Company
<b>“Voluntary Members’ Agreement”</b>	Means an agreement to be entered into between a Voluntary Member and the Company which sets out the basis of membership of the Company including the terms of the annual subscription and/or basis upon which voluntary payments shall be made

**“Voluntary Members”**

Means those members of the Company who are not BID Members but who make voluntary payments pursuant to a Voluntary Members’ Agreement to the Company for the purposes of securing or procuring the objectives of the BID Proposal and the Company

- 1.2 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Statutes excluding any statutory modifications thereof not in force when these regulations become binding on the Company
- 1.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision
- 1.4 The word “address” where it appears in the Articles includes any postal address and electronic address and “registered address” shall be construed accordingly

**2. OBJECTS**

- 2.1 The objects of the Company shall be to:
  - 2.1.1 Achieve the visions and objectives set out in the BID Proposal
  - 2.1.2 Promote the BID area as a centre for shopping, commercial, cultural, entertainment, leisure and tourism activities
  - 2.1.3 Provide a safe and sound business environment in the BID area
  - 2.1.4 Promote business matters in the BID area
  - 2.1.5 Provide an effective business led “voice” to support the BID area
  - 2.1.6 Engage with and support businesses in the BID area
  - 2.1.7 Provide, promote or advance (directly or indirectly) the regeneration and economic and social wellbeing of the area of the BID area
  - 2.1.8 Promote, advance or assist (directly or indirectly) businesses in the BID area
  - 2.1.9 Work with partners and stakeholders to ensure that accessibility and transport facilities to, in and around the BID area are effective and meet the needs of the local community
  - 2.1.10 Improve (directly or indirectly) environmental standards, reduce crime, increase investment and promote schemes to improve the environmental quality of the BID area
  - 2.1.11 Promote and enhance the economic and environmental wellbeing of the BID area

Establish and encourage partnership and co-ordination between those in the public and private sectors having an interest in the BID area and co-ordinate and focus the efforts of such parties

2.1.12 Develop marketing strategies, promotional activities and events to raise the profile of the BID area and enhance visitors' experience of it

2.1.13 Do all such other things as are incidental or conducive to the attainment of the Company's objectives

2.1.14 Maintain control of the Company budget and spend the funds of the Company in pursuance of the above objectives

### **3 LIABILITY OF MEMBERS**

3.1 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 they are a Member or within one year after they cease to be a Member for:

3.1.1 Payment of the Company's debts and liabilities before they cease to be a Member

3.1.2 Payment of the costs, charges and expenses of winding up and

3.1.3 Adjustment of the rights of the contributories among themselves

### **4 MEMBERS**

4.1 The subscribers to the Memorandum of Association on incorporation of the Company and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company

4.2 Membership of the Company shall be determined as follows:

**BID Members** – each person or company or organisation which is liable to pay (or which has paid) the BID levy (as is current from time to time) shall automatically become BID Members unless they elect not to become a Member or otherwise cease to be a Members, and

**Voluntary Members** – any person or company or organisation shall be admitted as Voluntary Members at the discretion of the Board forthwith after the execution by them and the Company of a Voluntary Members' Agreement

4.3 At no time shall representatives from the Council be permitted to be a member or Director of the Company where the total number of Members or Directors made up of the Council representatives will account for 20% or more of each of the overall number of Members for the Company or overall number of Directors of the Board respectively so as to ensure that the Company shall not be under control of a local authority and/or regulated or subject to the influence of a local authority. Any appointment of a Member or Director in breach of this Article 4.3 shall be void

- 4.4 A Member shall remain a Member unless and until they withdraw, are no longer liable to pay the BID levy or the Directors or the Members in General Meeting consider their continued Membership of the Company is not in the Company's interests. A member shall not be expelled unless it has been determined by the Directors or members that they are in breach of or acting contrary to the Objects of the Company
- 4.5 Notwithstanding the provisions above, an Individual Member shall cease to be a Member if
- 4.5.1 they die
  - 4.5.2 they are declared bankrupt
- 4.6 Notwithstanding the provisions above, a Corporate Member shall cease to be a Member if
- 4.6.1 The Member is placed in liquidation, or
  - 4.6.2 The member's business leaves the BID area, or
  - 4.6.3 They are no longer liable for the BID levy
- 4.7 A Member (whether Corporate or Individual) ceases to be a member if they refuse to pay the BID Levy
- 4.8 A default in payment to the BID Company for a continuous period exceeding 1 year shall result in the BID Member's Membership being suspended until the levy is paid in full and during the period of such suspension the BID Member shall not be permitted to attend or vote at General Meetings
- 4.9 A Member shall notify the Company in writing, including by electronic means, within seven days of a change to his or her name or address/email address
- 4.10 A Member shall only be removed as a Member by a resolution of the Members at a General Meeting after giving the Member concerned a proper opportunity to be heard
- 4.11 No refund shall be made of any annual levy fee or other subscription on the termination of Membership for any reason

## **5 GENERAL MEETINGS**

- 5.1 All general meetings other than annual general meetings shall be called extraordinary general meetings
- 5.2 Any Director may call extraordinary general meetings and, on the requisition of Members pursuant to the provisions of the Statutes, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition

## **6 NOTICE OF GENERAL MEETINGS**

- 6.1 Subject to the Statutes and these Articles, general meetings of the Company shall be called by at least 14 Clear Days' notice. General meetings may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all members  
The notice shall specify the time and place of the meeting and general nature of the business to be transacted  
The notice shall be given to all Members, Directors and auditors, and shall provide details of all resolutions to be proposed at the general meeting
- 6.2 The accidental omission to give notice of a meeting to, or the no-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 6.3 Every notice convening a general meeting shall be given in accordance with the Companies Act 2006, that is in hard copy form, electronic form or by means of a website

## **7 PROCEEDINGS AT GENERAL MEETINGS**

- 7.1 No business shall be transacted at any meeting unless a quorum is present. A general meeting shall not be quorate unless three BID Members are present at such general meeting each being a Member or duly appointed proxy for a Member or duly authorised representative of a corporation
- 7.2 If such a quorum is not present half an hour from the time appointment for the meeting, or if during the meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Members may determine.
- 7.3 The Chair, if any, of the Board, or in their absence some other Director nominated by the Board shall preside as Chair of the meeting, but if neither the Chair nor such Director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Members present shall elect one of their number to be Chair and, if there is only one Director present and willing to act, they shall be Chair of the meeting
- 7.4 If no Director is willing to act as Chair, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair
- 7.5 A Director shall, whether they are a Member or not, be entitled to attend and speak at any general meeting
- 7.6 The Chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven Clear Days' notice shall be given to the Members specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice

7.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands to poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded by:

7.7.1 the Chair, or

7.7.2 by at least two Members having the right to vote at the meeting, and a demand by a person as proxy for a Member shall be the same as a demand by the Member

7.8 Unless a poll is duly demanded a declaration by the Chair that a resolution has not been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution

7.9 The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

7.10 A poll shall be taken as the Chair directs and they may appoint scrutineers (who need to be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

7.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote they may have

7.12 A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

7.13 No notices need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken

7.14 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

## **8 VOTES OF MEMBERS**



8.1 Subject to 8.3 below, on a show of hands every Member present In person shall have one vote. On a poll every Member present in person or by proxy shall have one vote

8.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorders may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Members of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified In accordance with the Articles for the deposit of Instruments of proxy, not less than 48 hours before the time set for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

8.3 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made In due time shall be referred to the Chair whose decision shall be final and conclusive

8.4 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"[ ] Limited

I/We [ ], of [ ], being a Member/Members of the above named Company, hereby appoint [ ] of [ ], or failing them [ ] of [ ] as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ], and at any adjournment thereof

Signed on [ ]"

8.5 Where it is desired to afford Members an opportunity of instructing the proxy as to how they shall act, the appointment of a proxy shall be In the following form (or In a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve)

"[ ] Limited

I/We [ ], of [ ], being a Member/Members of the above-named Company, hereby appoint [ ] of [ ], or failing them [ ] of [ ], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ], and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

\*Strike out whichever is not desired

Unless otherwise Instructed, the proxy may note as they think fit abstain from voting

Signed this [ ] day of [ ]"

8.6 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may

8.6.1 In the case of an instrument in hard copy form be deposited at the office or at such other place within the United Kingdom as specified In the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote,

8.6.2. In the case of an appointment in electronic form, where an Electronic Address has been specified

8.6.2.1 In the notice covering the meeting, or

8.6.2.2 In any Instrument of proxy sent out by the Company In relation to the meeting, or

8.6.2.3 In any invitation contained in electronic form to appoint a proxy issued by the Company in relation to the meeting,

8.6.3 Be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

8.6.4 In the case of a poll taken more than 48 hours after it is demanded be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

8.6.5 Where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the secretary or to any Director,

and an appointment of proxy which is not deposited, delivered or received In a manner so permitted shall be invalid

- 8.7 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place if the proxy was in electronic form, at the electronic address which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll
- 8.8 An individual may only be appointed as a proxy for a maximum of three Members
- 8.9 The Chair of a meeting may be appointed by Members as their proxy. A Member requesting the Chair to act as their proxy must indicate in writing how they wish the Chair to vote on their behalf. If, on any resolution, they do not indicate a preferred vote, then it will be taken that they have chosen to abstain on that particular resolution. The Chair is not limited as to the number of Members who may appoint them as their proxy
- 8.10 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 8.11 Unless a proxy notice indicates otherwise, it must be treated as:
- 8.11.1 Permitting the person appointed under a proxy over how to place their vote on any ancillary or procedural resolutions put to the meeting, and
  - 8.11.2 Appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself
- 8.12 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled (unless the proxy is revoked) in respect of that meeting or any adjournment of it
- 8.13 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 8.14 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 8.15 If a proxy notice is executed by someone other than the Member entitled to execute it, the notice must be accompanied by written evidence of the authority of that person to execute it on the appointer's behalf
- 8.16 The Chair of the Company may, if they consider a proxy notice may not have been validly or willingly executed, carry out such investigation (or cause the same to be carried out) to confirm the validity of the notice. If the Chair considers that there is evidence that the proxy may not be valid, they shall:

8.16.1 Raise the matter as the first matter to be considered at the next General Meeting and present the evidence to the members and

8.16.2 Notify the proxy and the Member concerned in writing

8.16.2.1 Of their intention to do so, and

8.16.2.2 The possible consequences (see Article 8.17) if the Members agree that the proxy is invalid

8.17 Where there is evidence that satisfies the Members, on the balance of probability, that proxy votes have been obtained by intimidation, force or illegal or unreasonable means, then the meeting can vote to exclude any votes from the proxy concerned. Any vote on that issue will be done by a majority vote on a secret ballot, excluding the Member whose proxy votes have been questioned

## **9 NUMBER OF DIRECTORS**

9.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not exceed 15

## **10 NO ALTERNATE DIRECTORS**

10.1 Directors may appoint an alternate to attend or vote at meetings of Directors in their place

## **11 POWER OF DIRECTORS**

11.1 Subject to the provisions of the Statutes, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors

11.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of their powers

## **12 DELEGATION OF DIRECTORS' POWERS**

12.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable

to be exercised by them. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered subject to any such conditions. The proceedings of a committee with two or more Directors shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying

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

- 13.1 Subject to these Articles, the Board may determine its own policy on the retirement of Directors
- 13.2 As described in Article 17 the appointment of Directors shall be at the discretion of the Board
- 13.3 Subject to these Articles, the Company may, by ordinary resolution, appoint a person who is willing to act as a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire
- 13.4 At the first Annual General Meeting following the expiry of each BID Term (the next expiry date following adoption of these Articles being 31 March 2023) each Director shall retire from office and may offer themselves for re-appointment by the Board
- 13.5 If the Company, at the meeting at which Directors retire pursuant to Article 13.4, does not fill the vacancies, the retiring Directors shall, if willing to act and subject always to Article 13.6, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancies or unless a resolution for the re-appointment of any Directors is put to the meeting and lost
- 13.6 A Director who retires at an Annual General Meeting and is not re-appointed shall remain in office until the meeting appoints someone in their place, or if it does not do so, until the end of the meeting

### **14 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 14.1 The office of a Director shall be vacated if
  - 14.1.1 They cease to be a Director by virtue of any provision of the Statutes or they become prohibited by law from being a Director, or
  - 14.1.2 They cease to spend the majority of their time working in the BID Area, or
  - 14.1.3 They become bankrupt or make any arrangement or composition with their creditors generally, or
  - 14.1.4 They are or may be suffering from a mental disorder and either
    - 14.1.4.1 They are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in

Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- 14.1.4.2 An order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs, or
- 14.1.5 They retire pursuant to these Articles and are not re-appointed or they resign their office by notice to the Company, or
- 14.1.6 They fail to attend three consecutive Directors' board meetings (unless the remainder of the Board waive such failure to attend), or
- 14.1.7 They fail to attend 50% of Directors' board meetings in any calendar year, or
- 14.1.8 The Board resolves that they shall vacate their office pursuant to a policy on retirement agreed upon by the Board, or for any other reason, or without giving any reason

## **15 DIRECTORS' EXPENSES**

The Directors may be paid all travelling, hotel and other expenses reasonably and properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties provided any such expenses have been previously authorised by the Board\

## **16 DIRECTORS' APPOINTMENTS AND INTERESTS**

- 16.1 Subject to the provisions of the Statutes, and provided that they have disclosed to the Directors the nature and extent of any material interest of theirs, a Director, notwithstanding their office,
  - 16.1.1 May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
  - 16.1.2 May be a Director or other officer of or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the Company is otherwise interested , and
  - 16.1.3 Shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 16.2 For the purposes of regulation 16.1

- 16.2.1 General notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and
- 16.2.2 An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of theirs

## **17 PROCEEDINGS OF DIRECTORS, AND THE CONSTITUTION OF THE BOARD**

- 17.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. It is anticipated that the Board will meet not less than four times each year. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors (the "Board"). It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second, casting vote.
- 17.2 Save as otherwise described in these Articles, the appointment of all Directors shall be at the absolute discretion of the Board
- 17.3 The Board shall always strive to be representative of the Kings Heath business community in terms of geography, ethnicity, business sector, business ownership, business type, sex and any other factors which will support the representative nature of the Kings Heath business community that the Board wishes to achieve
- 17.4 In any case, the number of Directors on the Board shall never exceed 15
- 17.5 The Board shall have the right to appoint advisors to the Board, provided that, for the avoidance of doubt, such advisors perform only an advisory role to the Board (and such other committees or sub-committees of the Company) and shall not be permitted to vote at a Directors' board meeting
- 17.6 The quorum for the transaction of the business of the Board may be fixed by the Directors and unless so fixed at any other number shall be four
- 17.7 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as the quorum, the continuing Director or Directors may act only for the purpose of filling vacancies or of calling a general meeting
- 17.8 The Directors may appoint one of their number to be Chair of the Board of Directors and may at any time remove them from that office. The Chair will normally be drawn from a private sector levy paying Member. Unless they are unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which they are present. If there is no Director holding that office, or if the Director holding that office of Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chair of the meeting

- 17.9 All acts done by a meeting of Directors or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Director or that any of the Directors were disqualified from holding office, or had vacated office, or were 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 Director and had been entitled to vote
- 17.10 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors
- 17.11 Save as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which they have directly or indirectly an interest or duty which is material and which conflicts with or may conflict with the interests of the Company unless their interest or duty arises only because it falls within one or more of the following paragraphs:
- 17.11.1 The resolution relates to the giving of them (or to the organisation that they represent) of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by them (or the organisation that they represent) for the benefit of the Company,
- 17.11.2 The resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the Director (or the organisation that they represent) has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity by the giving of security
- 17.11.3 Their interest arises by virtue of their (or the organisation they represent) subscribing or agreeing to subscribe for any debentures of the Company or by virtue of their being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange

For the purposes of this regulation, an interest of a person who is, for any purpose of the Statutes (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director by reason of a personal or commercial relationship shall be treated as an interest of the Director

- 17.12 A Director shall not be counted in the quorum present at the meeting in relation to a resolution on which they are not entitled to vote
- 17.13 If a question arises at a meeting of Directors, or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and their ruling in relation to any Director other than themselves shall be final and conclusive
- 17.14 Without prejudice to the generality of paragraph 17.1 above, amongst the functions of the Board shall be to:



- 17.14.1 Define and ensure compliance with the Regulations and the objectives of the Company, including without limitation the Objects
- 17.14.2 Establish policies and plans to meet those objectives
- 17.14.3 Approve each year's budget prior to publication
- 17.14.4 Establish and oversee a framework for delegation and control to committees and sub-committees (as appropriate)
- 17.14.5 Agree policies, control procedures and make decisions on all matters that create a significant financial risk to the Company
- 17.14.6 Monitor the Company's performance in relation to these plans, budgets, controls and decisions
- 17.14.7 From time to time as they see fit (or if required by the Regulations) arrange meetings to which the BID Members and/or Voluntary Members shall be invited, and
- 17.14.8 Where required, enter into and manage a contract for services provided in respect of the employment of staff

**18 SECRETARY**

Subject to the provisions of the Statutes, the secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit. Any secretary so appointed may be removed by the Board

**19 MINUTES**

19.1 The Directors shall cause minutes to be made in books kept for the purpose

19.1.1 Of all appointments of officers made by the Directors, and

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

**20 THE SEAL**

The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by two Directors

## **21 ACCOUNTS**

No Member shall (as such) have any right of inspecting and accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company

## **22 NOTICES**

- 22.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in hard copy form or shall be given using electronic form to an electronic address for the time being notified for that purpose to the person giving the notice
- 22.2 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic means to an electronic address for the time being notified to the Company by the Member. A Member whose registered address is not in the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to them, or an address to which notices may be sent using electronic means, shall be entitled to have notices given to them at that address, but otherwise no such Member shall be entitled to receive any notice from the Company
- 22.3 Where a notice is set by making it available on a website, the notice shall be deemed to have been given when it was first made available on the website or when the Member received or was deemed to have received notice of the fact that the notice was available on the website
- 22.4 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 22.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic form, at the expiration of 24 hours after the time it was sent

## **23 DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

- 23.1 Where the Statutes permit the Company to send documents or notices to its Members in electronic form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the Statutes
- 23.2 Subject to any requirement of the Statutes, documents or notices may be sent to the Company in electronic form to the address specified as the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified

**24 INDEMNITY**

Subject to the provisions of the Statutes but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

**25 CHANGES TO THE ARTICLES**

Any changes to the Articles shall require the passing of a Special Resolution by 75% of those Members entitled to vote at a General Meeting