

AGENDA

General Meeting

Swindon & Wiltshire Local Enterprise Partnership Limited

Date: Monday, 22 April 2024

Time: 3.30pm - 4.15pm

Venue: via Microsoft Teams

SWLEP Chair:	Richard Clewer
Minutes:	Deborah House (via recording of the meeting)

Item	Timing	Topic	Paper No.	Lead
1.	3.30pm	General Meeting opens with welcome from SWLEP Chair. Apologies to be noted.		Chair
2.	3.35pm	Declaration of Conflict of Interest by Members		Chair
3.	3.40pm	Special Resolution: Adoption of revised Articles of Association for the Swindon and Wiltshire Local Enterprise Partnership Limited	1.0	Chair
4.	4.10pm	Q&A and closing remarks		Chair
5.	4.15pm	General Meeting closes		



Security Level:	Confidential <input type="checkbox"/>	Restricted <input type="checkbox"/>	Unclassified <input checked="" type="checkbox"/>	Commercially Sensitive <input type="checkbox"/>
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Resolution Date:	Monday, 22 April 2024		
Subject:	Revised Articles of Association of the Company for adoption		
Attachments:	Appendix I: Replacement Articles of Association (6 pages)		
Author:	Caroline Millbourn	Total no of sheets:	7

Papers are provided for:	Approval <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Information <input type="checkbox"/>
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1. Purpose

- 1.1 To progress the preferred option to deliver LEP Transition as agreed by the SWLEP Board on 21 March 2024, Members of SWLEP are asked to adopt the replaced Articles of Association proposed by the SWLEP Board which have been approved through a written resolution of the Board.
- 1.2 In doing so, this will enable Wiltshire Council to have control of the Swindon and Wiltshire Local Enterprise Partnership Limited as a going concern. This is in response to government policy for LEP functions to be integrated into upper tier local authorities.

2. Special Resolution

To consider and, if thought fit, approve the following resolutions that will be proposed as special resolution:

That with effect from the conclusion of the meeting the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

3. Appendix

Appendix I: Revised Articles of Association, 28 March 2024

Company number: 11766448

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP
LIMITED (the "Company")**

I. INTERPRETATION

I.1 The following definitions and rules of interpretation shall apply in these Articles:

Act: the Companies Act 2006.

Articles: the Company's articles of association for the time being in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Conflict: a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

Eligible Director: a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

Model Articles: the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*), as amended prior to the date of adoption of these Articles and reference to a numbered **Model Article** is a reference to that article of the Model Articles.

I.2 Unless expressly provided otherwise in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

I.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

I.4 A reference in these Articles to a numbered **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

I.5 Unless expressly provided otherwise in these Articles, a reference to legislation, a legislative provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation made under it, whether before or after the date of adoption of these Articles; and
 - (b) any amendment or re-enactment, whether before or after the date of adoption of these Articles and includes any legislation, legislative provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.9 Model Articles 2, 11, 14, 15, 19, 30, 31, 35, 38 and 39 shall not apply to the Company.
- 1.10 Model Article 7 shall be amended by:
 - (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as they remain the sole director)" after the words "and the director may".
 - (c) the insertion of the words at the end of Model Article 7(2) "A sole director shall be entitled to exercise all powers and discretions conferred on the directors by the Act or the Articles and nothing in these Articles is to be construed as requiring the Company to have more than one director".
- 1.11 In Model Article 8(2), the words "copies of which have been signed by each eligible director" shall be deleted and replaced with the words "of which each Eligible Director has signed one or more copies" and the words "Such agreement may be provided electronically." added to the end.

2. QUORUM FOR DIRECTORS' MEETINGS

- 2.1 The quorum for transaction of business at a meeting of directors is one Director.
- 2.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 4 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (as defined in Article 4.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

3. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 3.1 Subject to section 177(5) and (6) and section 182(5) and (6) of the Act, and provided the director has declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or

indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which the director has an interest;
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which the director is interested;
- (d) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (e) shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

3.2 The provisions of this Article 3 are subject, where applicable, to any terms and conditions imposed by the directors in accordance with Article 4.3.

4. DIRECTORS' CONFLICTS OF INTEREST

4.1 The directors may, in accordance with the requirements set out in this Article 4, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching their duty under section 175 of the Act to avoid conflicts of interest.

4.2 Any authorisation under this Article 4 will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

4.3 Any authorisation of a Conflict under this Article 4 may (whether at the time of giving the authorisation or subsequently) impose on the Interested Director such conditions or limitations, or be granted subject to such terms, as the directors may think fit for the purposes of dealing with the Conflict and the Interested Director will be obliged to act in accordance with any such terms and conditions.

- 4.4 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, before such revocation or variation, in accordance with the terms of such authorisation.
- 4.5 A director, notwithstanding their office, may be a director or other officer of, employed by, or otherwise interested in, any Member and no further authorisation under Article 4.1 shall be necessary in respect of any such interest.
- 4.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit that they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles, by the Company or by these Articles (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

5. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in a form that enables the directors to retain a copy of such decisions.

6. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the **minimum** number of directors shall be one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles.

7. DIRECTORS REMUNERATION

Directors shall not be remunerated for their services to the Company as directors or for any other service which they undertake for the Company.

ADMINISTRATIVE ARRANGEMENTS

8. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the shareholders,

or otherwise in accordance with the Act.

9. MEANS OF COMMUNICATION TO BE USED

- 9.1 Subject to Article 9.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or

- (b) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (c) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
- (e) if deemed receipt under the previous paragraphs of this Article 9.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt.

9.2 To prove service, it is sufficient to prove that:

- (a) if delivered by hand or by reputable courier, the notice was delivered to the correct address; or
- (b) if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or
- (c) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

10. INDEMNITY AND INSURANCE

10.1 Subject to Article 10.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
 - (ii) including (in each case) any liability incurred by them in defending any civil or criminal proceedings, or regulatory investigation or action, in which judgment is given in their favour or in which they are acquitted or the proceedings are, or the investigation or action is, otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings, investigation, action or application referred to in Article 10.1 (a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

10.2 This Article 10 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

10.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

10.4 In this Article 10:

- (a) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company; and
- (b) a **relevant officer** means any director or other officer of the Company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not that person is also a director or other officer), to the extent they act in their capacity as auditor).