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Memorandum of Association of Crescent Education Limited

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PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
OF  
CRESCENT EDUCATION LIMITED

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1. The Company's name is "Crescent Education Limited" (and in this document it is called "the Company").
  2. The Company's registered office is to be situated in England and Wales.
  3. The Company's object(s) ("**the Objects**") are to promote the efficiency and effectiveness of charities and the effective use of charitable resources for the benefit of the public by:
    - 3.1.1 providing services for further education, higher education, schools and other educational bodies to promote good practice and enhance and improve their procurement activities.
    - 3.1.2 advancing education and research in procurement provided that all the useful results of such research are published.
  4. In furtherance of the above Objects but not further or for any other purpose the Company shall have the following powers ("**the Powers**"):
    - 4.1 to do all such things which in the opinion of the Board of Directors are in the best interests of the Company, its members, its subscribers or other users of the Company's services or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property
    - 4.2 to borrow and raise money in such manner and on such security as the board of directors may think fit;
    - 4.3 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the board of directors may think fit;



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- 4.4 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or Company subject to such conditions or consents as may from time to time be required or imposed by law;
- 4.5 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
- 4.6 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Company;
- 4.7 to invest the moneys of the Company not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the board of directors may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law;
- 4.8 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the board of directors may think necessary for the promotion of the Company's Objects;
- 4.9 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects;
- 4.10 subject to **clause 5** to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company. The Company may employ or remunerate a member of its board of directors ("**director**") only to the extent it is permitted to do so by **clause 5** and provided it complies with the conditions in that clause;
- 4.11 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 4.12 to purchase and maintain, for the benefit of any director, or officer of the Company, indemnity insurance to cover their liability:
  - 4.12.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company; and/or
  - 4.12.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;



save that any such insurance in the case of **clause 4.11.1** shall not extend to any liability of a director:

- 4.12.3 resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the directors did not care whether such conduct was in the best interests of the Company or not;
  - 4.12.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors;
  - 4.12.5 to pay a fine;
  - 4.12.6 to make such a contribution where the basis of the director's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 4.13 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:
- 4.13.1 in defending any criminal or civil proceedings; or
  - 4.13.2 in connection with any application under sections 144(3), 144(4) or 727 of the Companies Act 1985.
- 4.14 to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body formed for any of the purposes included in the Objects;
- 4.15 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the board of directors to further any of the Objects of the Company;
- 4.16 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company formed for any of the Objects;
- 4.17 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- 4.18 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the Company;



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4.19 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the board of directors seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the board of directors may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;

4.20 to do all such other lawful things as are necessary for the attainment of the above Objects or any of them;

and so that:

- (a) where the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (b) none of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or inference from the name of the Company;
- (c) none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects.

5.

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company, (unless to a member who is a charity) (save that a member who is not also a director may receive benefit from the Company in their capacity of beneficiary and/or receive reasonable and proper remuneration for any goods or services supplied to the Company) and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing herein shall prevent any payment by the Company in the best interests of the Company if the directors follow the procedure and observe the conditions set out in **clause 5.2** and if one of the following conditions applies:

- 5.1.1 the directors obtain the prior written approval of the Charity Commission;
  - 5.1.2 the payment is of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - 5.1.3 the payment is of interest on money lent by any member of the Company or of its board of directors at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the board of directors;
  - 5.1.4 the payment is of reasonable and proper rent for premises demised or let by any member of the Company or of its directors;
  - 5.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any Company of which director may also be a member holding not more than 1% (one percent) of the capital of that Company;
  - 5.1.6 the payment is to any director of reasonable out-of-pocket expenses;
  - 5.1.7 the payment is to any director in their capacity of a beneficiary of the Company;
  - 5.1.8 the payment is to a director under a contract for the supply of goods or services to the Company, other than for acting as a director;
  - 5.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of the directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the Company, or where the directors did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors.
- 5.2 The Company and its directors may only rely upon the authority provided by **clause 5.1** if each of the following conditions is satisfied:



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- 5.2.1 the remuneration or other sums paid to the director do not exceed an amount that is reasonable in all the circumstances;
- 5.2.2 the director is absent from the part of any meeting at which there is discussion of:
  - 5.2.2.1 his employment or remuneration, or any matter concerning the contract; or
  - 5.2.2.2 his performance in the employment, or his or her performance of the contract; or
  - 5.2.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under **clause 5.3**; or
  - 5.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by **clause 5.3**;
- 5.2.3 the director does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting;
- 5.2.4 the other directors are satisfied that it is in the interests of the Company to employ or to conduct with that director rather than with someone who is not a director. In researching that decision the directors must balance the advantage of employing a director against the disadvantages of doing so (especially the loss of the director's services as a result of dealing with the director's conflict of interest);
- 5.2.5 the reason for their decision is recorded by the directors in the minute book;
- 5.2.6 a majority of the directors then in office have received no such payments;
- 5.3 The employment or remuneration of a director includes the engagement or remuneration of any firm or Company in which the director is:
  - 5.3.1 a partner;
  - 5.3.2 an employee;
  - 5.3.3 a consultant;
  - 5.3.4 a director; or



- 5.3.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the director holds less than 1% of the issued capital.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required not exceeding £1.00 to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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 contributories among themselves.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of **clause 5**, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

We, the persons whose names and addresses are written below wish to be formed into a Company under this Memorandum of Association.

**Name and address of Subscriber**

Leeds College Building  
North Street  
Leeds  
LS2 7OT