

**MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

**THE COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

**OF**

**LNAT CONSORTIUM LIMITED**

1. The name of the Company is "LNAT Consortium Limited".
2. The registered office of the Company is in England and Wales.
3. The objects for which the Company is established are: to carry on any trade or business and in particular to establish and operate, for the benefit of the Members, tests for admission to degree courses in law and related subjects, and to provide those tests to other academic institutions on a commercial basis ("the Objects").
4. Subject to paragraph 5, the Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
  - 4.1 to prepare and arrange the preparation of training and education materials;
  - 4.2 to pay out of the Company's funds the costs incurred in forming the Company;
  - 4.3 to acquire or hire property of any kind, and any interests in or rights over property of any kind;
  - 4.4 to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
  - 4.5 to borrow or raise or secure the payment of money in such manner as the Board shall think fit, to charge the undertaking and all or any of the real and personal property and assets of the Company, present and future, and to become a member of any building society;
  - 4.6 to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Board thinks fit;
  - 4.7 to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made;

- 4.8 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
  - 4.9 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
  - 4.10 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
  - 4.11 to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
  - 4.12 to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
  - 4.13 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
  - 4.14 to pay out of the Company's funds premiums on insurance policies 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 duty or breach of trust of which they may be guilty in relation to the Company: but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
  - 4.15 to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Board) advantageously be combined with the Objects;
  - 4.16 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return; and
  - 4.17 to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
5. Any surplus profits of the Company shall be applied solely for the provision of education, research, vocational training or examination services and no profit shall be paid or transferred by way of dividend or distribution.

PROVIDED THAT nothing in this Memorandum shall prevent the making in good faith of gifts to charitable bodies for the provision of education, research, vocational training or examination services.

6. The liability of the members is limited.
7. This clause applies on the winding up or dissolution of the Company. Every Member promises, if the Company is wound up while he is a Member or within one year after he ceases to be a Member, to contribute up to £1 to the costs of winding up the Company and meeting the liabilities incurred by the Company while he was a Member.
8. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

Adopted on    2005 by Special Resolution

**THE COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**LNAT CONSORTIUM LIMITED**

**INTERPRETATION**

1. In these Articles:

**the Act** means the Companies Act 1985 or any statutory re-enactment or modification of it;

**address** in relation to electronic communications includes any number or address used for the purpose of such communications;

**AGM** means an annual General Meeting of the Company;

**the Board** means the board of Directors of the Company, acting collectively;

**clear days** in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;

**communication** means the same as in the Electronic Communications Act 2000;

**Director** means a director of the Company acting individually;

**electronic communication** means the same as in the Electronic Communications Act 2000;

**executed** includes any mode of execution;

**Member** means a member of the Company except in articles 44-48;

**Memorandum** means the memorandum of association of the Company;

**Objects** means the objects of the Company as set out in the Memorandum from time to time;

**Secretary** means any person appointed to perform the duties of the Secretary of the Company;

expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act; and

references in these Articles to 'he' or 'him' include male and female individuals and corporations.

### **ADMISSION OF MEMBERS**

2. The Company must keep a register of members as required by the Act. The Members are:
  - 2.1 the subscribers to the Memorandum and Articles of Association; and
  - 2.2 academic institutions who apply for admission and are admitted as Members by the Board.

Every application for membership must be in the form set out in Article 54 or another form approved by the Board. At the next meeting of the Board (or any committee of the Board established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or committee). Except in the case of the institutions listed in Article 3, the Board (or committee) must decide whether to admit or reject the applicant and notify the applicant accordingly, but is not required to give reasons for the decision.

3. If any of the following institutions applies for membership, the Board must admit them to membership and on admission of the institution as a Member, the employee of that institution who subscribed to the Memorandum and Articles of Association will cease to be a Member:
  - a) The University of Birmingham
  - b) University of Bristol
  - c) University of Cambridge
  - d) University of Durham
  - e) University of East Anglia
  - f) University College London
  - g) The University of Nottingham
  - h) University of Oxford

### **RETIREMENT OF MEMBERS**

4. A Member will cease to be a Member:
  - 4.1 if he resigns by giving notice to the Company;
  - 4.2 if an individual, upon his death, or
  - 4.3 if he is removed from the membership in accordance with any Rule established from time to time pursuant to Article 50.

Membership of the Company is not transferable.

### **GENERAL MEETINGS**

5. Unless the Members otherwise resolve by an elective resolution, the Company must hold a general meeting in each year as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the

time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.

6. The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by the Members in accordance with the Act.
7. An AGM and a meeting called for the passing of a special resolution must be called by at least 21 clear days' notice, and all other general meetings must be called by at least 14 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote at that meeting.
8. The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.
9. Notice must be given to the Members, to the Directors, and to the auditors; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

#### **PROCEEDINGS AT GENERAL MEETINGS**

10. A general meeting is not valid unless a quorum of members of the Company is present throughout the meeting; the quorum is one half of the Members for the time being or four Members (whichever is the greater) present in person or by proxy.
11. If a quorum is not present within half an hour after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.
12. The Chairman of the Board will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.
13. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the Members present must choose one of themselves to be Chairman of the meeting.
14. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.
15. At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded:
  - 15.1 by the Chairman; or

- 15.2 by at least two Members present in person or by proxy; or
  - 15.3 by any Member or Members present in person or by proxy and representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting.
- 16. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
  - 17. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.
  - 18. Except as provided in Article 19, if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Members who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
  - 19. A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

#### **VOTES OF MEMBERS**

- 20. Every Member whose name is entered in the Company's register of members has one vote at every general meeting. A resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Act or these Articles prescribes a different majority. In the case of an equality of votes on any question the Chairman has a second or casting vote.

#### **PROXIES AND REPRESENTATIVES**

- 21. A Member may appoint a proxy to attend general meetings in his place and to vote on a poll but not on a show of hands. The proxy form must be in the form set out in Article 55 (one-way proxy form) or 56 (two-way proxy form) or as near to one of those forms as possible, and executed by the Member or by another person under a power of attorney granted by a Member. A proxy need not be a Member.
- 22. The appointment of a proxy and any authority under which it is executed or a copy of that authority, certified by a solicitor or authenticated in such other way as the Board may require, must be received:
  - 22.1 at the registered office of the Company or at such other address within the United Kingdom as is specified for that purpose in the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;

22.2 not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll;

and if the appointment does not comply with this Article the appointment of the proxy is invalid.

23. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation, remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office (or, where the appointment of the proxy was contained in an electronic communication, at the address at which the appointment was duly received) before the start of the meeting or adjourned meeting in question.

## **DIRECTORS**

24. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. The first Directors of the Company will all resign at the first AGM (but will be eligible for appointment in accordance with Article 25).

25. Each Member (being an institution named in Article 3 or another institution admitted to membership in accordance with Article 2) is entitled to appoint one Director, and may remove from office any Director appointed by it.

26. A person appointed by a Member in accordance with Article 25 is deemed to be appointed as a Director on the date on which the Company receives notice from the Member to this effect and an indication of the individual's willingness to act as a Director of the Company.

27. The Directors may appoint other persons approved by resolution of the Board and willing to act as Directors from time to time.

28. A Director will cease to be a Director:

28.1 if he resigns his directorship by giving notice to the Company;

28.2 upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

28.3 if he is removed by a simple majority of the Members, following the procedure laid down in Section 303 of the Act; or

28.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

## **ALTERNATE DIRECTORS**

29. Any Director (other than an alternate Director) may appoint not more than two other Directors, or other persons approved by resolution of the Board and willing to act, to be alternate Directors and may remove from office any alternate Director appointed by him.



30. An alternate Director is entitled to receive notice of all Board meetings and of all meetings of committees of which his appointor is a member, to attend and vote at any such meeting at which his appointor is not personally present, and generally to perform all the functions of his appointor as a Director in his absence, provided that not more than one person may act as an alternate for any Director at any one time or at any one meeting.
31. An alternate Director will cease to be an alternate Director if his appointor ceases to be a Director.
32. Any appointment or removal of an alternate Director shall be by notice to the company executed by the Director making or revoking the appointment or in any other manner approved by the Board.
33. Unless otherwise provided in these Articles or in any Rules made pursuant to Article 50, an alternate Director is deemed for all purposes to be a Director and is solely responsible for his own acts and defaults, and he is not the agent of the Director appointing him.

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

34. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 50.

#### **BOARD MEETINGS**

35. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes, except that the admission of a Member pursuant to Article 2 must be approved by a majority of not less than two thirds of the Directors who cast a vote. Every Director has one vote at a Board meeting.
36. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is one Director if there is a sole Director in office, but otherwise is one half of the Directors then holding office or four Directors (whichever is the greater).
37. The Board may elect a Director as Chairman of the Board, who will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.
38. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 50.
39. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.

## **BENEFITS TO DIRECTORS**

40. The Directors shall be entitled to be paid all such reasonable expenses approved by the Board as they may incur in attending and returning from meetings of the Directors, or General Meetings, or which they may otherwise incur, whether in the United Kingdom or abroad, in or about the business of the Company.
41. Subject to the provisions of the Memorandum and the Act, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director:
  - 41.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
  - 41.2 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 organisation in which the Company is interested; and
  - 41.3 is not accountable to the Company for any benefit which he derives from any circumstance described in Articles 40.1 or 40.2 and no transaction or arrangement described in those Articles is voidable because of any Director's interest or benefit.

For the purpose of this Article, a general notice given to the Board 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 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 his.

## **SECRETARY**

42. The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.

## **SEAL**

43. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director, and countersigned by the Secretary or by a second Director.

## **NOTICES, MEETINGS AND RESOLUTIONS**

44. The following Articles 44 to 49 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in general meeting; and "member" means a Director, committee member or a Member of the Company as the context requires.
45. Any notice to be given under these Articles must be in writing or be given by electronic communications. The Company may give any notice to a member by handing it to him personally, or by sending it by post (airmail in the case of overseas members who have given no address for service within the United

Kingdom) in a prepaid envelope addressed to the member at the address shown in the Company's register of members, or by leaving it at that address, or by giving it using electronic communications to any address given to the company by the member.

46. A member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.
47. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Proof that a notice contained in an electronic communication 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 is deemed to be given at the expiration of 48 hours after it was handed to the member, posted or (as the case may be) sent by electronic communications.
48. Subject to the provisions of the Act (and in particular in the case of a resolution of the members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the members entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more members. Digital signatures and faxed signatures will suffice for the purpose of this Article.
49. Subject to any provisions of the Act requiring a meeting to be held physically, a member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to communicate interactively and simultaneously with each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.
50. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

## **RULES**

51. The Board may make and amend Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects; but if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules made or amended under this Article, the terms of the Memorandum and Articles will prevail.
52. A person is bound by the terms of Rules made or amended in accordance with these Articles even if he has not received notice of the Rules or the alteration.

## **INDEMNITY**

53. Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court.

54. Subject to the Act, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 52.

## FORMS

55. The form of the application for membership referred to in Article 2 is as follows.

To: the Board of LNAT Consortium Limited

*[name of Institution]* whose administrative offices are at *[address of administrative offices]* applies for membership of LNAT Consortium Limited, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. It agrees to pay to the company an amount of up to £1 if the company is wound up while it is a member or within a period of 12 months after it has left the Company.

Authorised

Signature: .....

Name: .....

Position: .....

Date: .....

56. The one-way proxy form referred to in Article 21 is as follows:

LNAT Consortium Limited

I, *[name]*  
of *[address]*  
being a member of the above Company, appoint *[name of proxy]*  
of *[address of proxy]*  
or failing him/her *[name of alternative proxy]*  
of *[address of alternative proxy]*  
as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed: .....

Date: .....

57. The two-way proxy form referred in Article 21 is as follows:

LNAT Consortium Limited

I, *[name]*  
of *[address]*  
being a member of the above Company, appoint *[name of proxy]*  
of *[address of proxy]*

or failing him/her [*name of alternative proxy*]  
of [*address of alternative proxy*]  
as my proxy to vote for me on my behalf at the General Meeting of the Company  
to be held on [*date*] and at any adjournment, and to join in any demand for a poll  
in accordance with the Articles.

Signed: .....

Date: .....

This form is to be used \*in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

\*Strike out whichever you do not want.

We, the persons whose names are written below, wish to be formed into a Company under these Articles of Association:

Mr Rodney Austin  
Faculty of Laws  
Bentham House  
Endsleigh Gardens  
London  
WC1H 0EG

Signed in the presence of:

S J Wilkinson-Lough  
Secretary

Signed: [Rodney Austin]

Date: 2 March 2004

Dr D M Fox  
Faculty of Law  
University of Cambridge  
10 West Road  
Cambridge  
CB3 9DZ

Signed in the presence of:

Kirsty Allen  
University administrator

Signed: [David Fox]

Date: 16 March 2004

Mr Simon Goulding  
School of Law  
University of East Anglia  
Norwich  
NR4 7TJ

Signed in the presence of:

Mrs Jo Clarke  
General office secretary

Signed: [Simon Goulding]

Date: 17 March 2004

Professor Nigel P Gravells  
School of Law  
University of Nottingham  
University Park  
Nottingham  
NG7 2RD

Signed in the presence of:

G K Morse  
University Professor

Signed: [Nigel Gravells]

Date: 8 March 2004

Mrs Louise Gullifer  
Harris Manchester College  
Oxford  
OX1 3TD

Signed in the presence of:

Judith Nisbet  
Academic administrator

Signed: [Louise Gullifer]

Date: 5 March 2004

Dr Tim Kaye  
School of Law  
University of Birmingham  
Edgbaston  
Birmingham  
B15 2TT

Signed in the presence of:

Sharon Jones

Secretary

Signed: [Timothy Kaye]

Date: 3 March 2004

Mr Francis Pritchard  
Department of Law  
50 North Bailey  
Durham  
DH1 3ET

Signed in the presence of:

P H Stirling

Lecturer

Signed: [Francis Pritchard]

Date: 3 March 2004

Dr Phil Syrpis  
School of Law  
University of Bristol  
Wills Memorial Building  
Queens Rd  
Bristol BS8 1RJ

Signed in the presence of:

Patrick Capps

Lecturer in Law

Signed: [Phil Syrpis]

Date: 9 March 2004