

M25 Consortium of Academic Libraries

Proposed revised Articles

Interpretation

1. In these Articles, the definitions and rules of interpretation set out in Articles 91 to 93 shall apply.

Name

2. The name of the organisation is the "M25 Consortium of Academic Libraries" (hereinafter called "the Consortium") or such other name as the Consortium may decide from time to time.

Objects

3. The objects for which the Consortium is established are:

The advancement of education for the public benefit, in particular the support of learning and research, by developing and enhancing academic and scholarly library services and staff expertise in London, East and South East England.

Functions

4. In furtherance of these objects but not otherwise the Consortium will seek to:
 - a. facilitate access to London, the East and the South East's diverse and complex range of library resources for learners and researchers, through the development and delivery of collaborative services;
 - b. encourage and enable mutual support of member libraries in improving services to their users;
 - c. represent the Consortium's best interests and influence policy-making through collaboration with appropriate regional and national organisations; this will include taking the lead on relevant strategic issues; and
 - d. ensure appropriate and effective governance and financial management arrangements are in place for the conduct of Consortium business.

Powers of the Consortium

5. In addition to any other powers which the Consortium has, it may exercise the following powers in furtherance of its objects:
 - a. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Consortium may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Consortium

- b. subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Consortium as may be thought expedient
- c. to undertake and execute any charitable trusts which may be lawfully undertaken by the Consortium
- d. subject to such consents as may be required by law, to borrow or raise money or receive contributions for the purposes of the Consortium on such terms and conditions and on such security as may be thought fit
- e. to engage or employ such persons (whether as employees, consultants, advisers or howsoever) as may be required for the purposes of the Consortium and on such reasonable terms and at such reasonable remuneration as may be thought fit
- f. to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, former employees and their widows, widowers and other dependants
- g. to establish, support or aid in the establishment and support of any charitable associations or institutions and to subscribe to or guarantee money for charitable purposes in any way connected with the purposes of the Consortium or calculated to further its objects
- h. to invest the monies of the Consortium not immediately required for its purposes in or upon such investments, securities and property as may be thought fit
- i. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts
- j. to pay out of the funds of the Consortium the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 Consortium; provided that any such indemnity insurance shall not extend to any claim for loss arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or duty or not
- k. to do all such things are agreed to be appropriate as necessary from time to time to the attainment of above objects or any of them.

Benefits to trustees and Members

- 6. The income and the property of the Consortium whencesoever derived shall be applied solely towards the promotion of its objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Consortium or persons representing such Members. No Trustee shall be appointed to any office of the Consortium paid

by salary or fees or receive any remuneration or other benefit in money or money's worth from the Consortium, provided that nothing herein shall prevent the payment in good faith by the Consortium:

- a. of reasonable and proper remuneration and expenses to any Member, or person representing a Member of the Consortium, or to any officer or employee of the Consortium (not being a Trustee) for any services actually rendered to the Consortium
- b. to any Trustee who possesses specialist skills or knowledge required by the Consortium for its proper administrations of reasonable fees for work of that nature done by the Trustee when instructed by the Consortium to act on its behalf but on condition that:
 - i. At no time may a majority of the Trustees benefit under this provision
 - ii. A Trustee must withdraw from any meeting whilst his/her appointment or remuneration is being discussed
- c. Of interest on money lent by any Trustee or Member of the Consortium at a rate per annum not exceeding 2 per cent less than the minimum lending rate for the time being prescribed by the Consortium's bankers, or at the rate per annum of 3 per cent, whichever is the greater
- d. Of reasonable and proper rent for premises demised or let by any Trustee or Member of the Consortium or any Representative of such a Member
- e. Of reasonable out-of-pocket expenses to any Trustee or Member of the Consortium or any Representative of such a Member or a member of its Steering Group
- f. Of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.j.

Membership: eligibility, admission and termination

7. Membership of the Consortium is open to Higher Education Institutions located in London, the East and South East of England whose libraries are eligible for membership of SCONUL.
8. Other academic and academic related institutions, whose activities support academic research in a particular field(s), being located in the geographical areas named in Article 7, may be invited to membership.
9. No university, educational or other establishment shall become a Member unless its application has been considered by the Trustees and approved by a resolution of the Consortium passed at a General Meeting.
10. Upon a recommendation from the Trustees the Consortium may by resolution passed at a General Meeting terminate the membership of any existing Member whose continuing membership of the Consortium is not considered to be in the interests of the Consortium. The Trustees shall not be bound to assign any reason

for such recommendation, nor shall the Consortium be bound to assign any reason for such termination.

11. A Member may by written notice (or confirmed receipt of email) deposited with the Secretary not later than ten working days before the date fixed for the Annual General Meeting in any Year resign its membership with effect from the expiry of the Year in which such notice is deposited.

Membership subscriptions

12. Each Member shall pay the Consortium an annual subscription.
13. The subscription for each year shall be levied on 1 August in that Year.
14. Before the Annual General Meeting of each year the Trustees shall notify to each Member by way of its Representative the proposals of the Trustees in respect of the basis upon which its subscriptions shall be calculated for the immediately following Year. Such proposals shall be subject to amendments thereof duly resolved at such Annual General Meeting. If such proposals (with any such amendments) are not approved at such Annual General Meeting the subscription for the immediate following Year shall be the same as for the Year in which the proposals were so notified.
15. There will be no refund of subscriptions if notification of resignation of membership is received during the Year, other than in exceptional circumstances considered and agreed by the Trustees.
16. Should a Member wish to resign its membership, this must be communicated in writing by the Representative to the Secretary and deposited at the Office.

Members' representatives

17. Members shall normally have as their Representative the Director of Library Services or equivalent title (howsoever designated). In the case of a Member whose Library services are combined with IT or other student support services, the Representative shall normally be the most senior member of staff with responsibility for Library Services.
18. Where appropriate the Consortium may seek one Representative to cover a group of libraries with similar interests.
19. A Member may, by written notice to the Consortium, appoint (and remove) such person as it thinks fit to act as its Representative at any General Meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the Member as the Member could exercise if it were an individual member.
20. The termination or resignation of membership of a Member pursuant to Articles 10, 11 and 16 shall ipso facto, terminate the appointment of any Representative appointed by such Member.
21. All Representatives shall be entitled to receive notice of, to attend, to speak and to vote at General Meetings of the Consortium.

General meetings of Consortium Members

22. An annual General Meeting shall normally be held once in every Year, at such times (normally within a period of not more than fourteen months after the holding of the last preceding Annual General Meeting unless circumstances do not allow this) and place as be determined by the Trustees. At this Annual General Meeting formal business matters of the organisation shall be considered.
23. All other general meetings shall be called Extraordinary General Meetings.
24. The Trustees may whenever they think fit proceed to convene an Extraordinary General Meeting. As provided by the Act, a group of Representatives representing at least 5% of the membership of the Consortium may requisition an Extraordinary General Meeting.

Notice of general meetings

25. A General Meeting shall be called in writing on at least 14 calendar days' notice, exclusive of the day on which the notice is served or deemed to be served and of the day on which it is given. Notice shall be deemed to have been given to each Member if it has been given to its Representative. The accidental omission to give notice to, or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.
26. Every notice calling a General Meeting shall specify the place, the day and the hour of the meeting. If other than ordinary business is to be transacted, the notice shall specify the general nature of such business; and, if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect and shall specify the substance of that resolution.

Proceedings at general meetings

27. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One third of the Representatives, including duly authorised proxies, shall be a quorum for all purposes.
28. If within thirty minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to such other day and at such other time and place as the Chair shall appoint, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting the Representatives present shall be a quorum.
29. The Chair of the Consortium, failing whom either its Secretary or Treasurer, shall preside as chair at every General Meeting but if there be no such Chair or Secretary or Treasurer or if at any meeting neither of them shall be present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the Representatives present shall choose one of their number to preside.
30. The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by such meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment

took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting (except where the meeting has been adjourned for thirty calendar days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting).

31. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
 - a. the Chair; or
 - b. Representatives who represent between them at least 10% of the voting rights of the membership of the Consortium.
32. A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand not be withdrawn) a declaration by the Chair that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.
33. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at an adjournment thereof, and not in that case unless it shall in the opinion of the Chair be of sufficient magnitude to vitiate the resolution.
34. If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such a manner as the Chair may direct and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chair may appoint scrutineers and may adjourn the meeting to some place and time fixed by the Chair for the purpose of declaring the result of the poll.
35. 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 immediately or at such time and place (including by post) as the Chair of the meeting shall direct, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately.
36. On a poll, as on a show of hands, votes may be cast either by a Representative or by his/her proxy.
37. Every Member present and voting at a General Meeting through a Representative or a validly appointed proxy shall have one vote.
38. No resolution shall be rescinded or amended at the same meeting at which it is passed. At least thirty calendar days' notice of its rescindment or amendment must be given, but the resolution shall not be rescinded or amended unless by the consent of the Members present at the meeting at which the rescindment is considered.

Proxy voting at general meetings

39. A Representative may appoint another person as his or her proxy to exercise all or any of his or her rights to attend and to speak and to vote (both on a show of hands and on a poll) on a resolution or amendment of a resolution, or on other business arising, at a meeting or meetings of the Consortium.
40. The instrument appointing a proxy shall be in writing under the hand of the Representative making the appointment and must be deposited with the Secretary, or such other place, if any, as is specified for that purpose in the notice convening the Meeting, not less than 48 hours before the time appointed for holding the Meeting or the adjourned Meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of the proxy shall not be treated as valid.
41. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances shall admit:

I, _____ a Representative of the Consortium representing _____, hereby appoint _____ to vote for me and on my behalf at the General Meeting of the Consortium to be held on _____ (date) and at every adjournment thereof.

Dated:

Signed:

42. The appointment of the proxy shall be deemed to confer authority to join in demanding a poll.
43. A valid proxy shall, unless the contrary is stated thereon, remain valid as well for an adjournment of the Meeting as for the Meeting which it relates.
44. A vote given in accordance with the terms of the appointment of the proxy shall be valid notwithstanding the previous death of the Representative executing the proxy or the previous revocation of the proxy, provided that there has not been any written revocation of the proxy by notification to the Secretary or any removal of the Representative under the terms of Article 19, before the commencement of the meeting or Adjourned Meeting or poll at which the vote is given.

Trustees

45. The Trustees as charity trustees as defined in section 177 of the Charities Act 2011 have control of the Consortium and its property and funds and shall, when complete consist, of:
- a. a Chair, a Treasurer and a Secretary, each of whom shall be elected at Annual General Meeting from among the Representatives; and
 - b. ex officio, the Chair for the time being of cpd25.

46. Subject to Article 47, the Trustees elected under Article 45.a shall hold office for the following terms:

- a. The Chair and Secretary will hold office until the second Annual General Meeting following the one at which they were elected, renewable by vote of the Consortium for a further term of two years but with no subsequent immediate eligibility for re-election to this office for a period of one year.
- b. Treasurers may hold office for up to four two-year terms renewed by vote, but similarly thereafter will have no subsequent immediate eligibility for re-election to this office for one year.

47. A Trustee's term of office as such automatically terminates if he/she:

- a. ceases to be a Representative;
- b. is disqualified under the Charities Act 2011 from acting as a charity trustee;
- c. is incapable, whether mentally or physically, of managing his/her own affairs;
- d. is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- e. resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- f. is removed by the Consortium at a general meeting under the Companies Act.

48. If at any time there shall be a vacancy amongst the Trustees elected under Article 45.a the same shall be filled by a Representative appointed by the Trustees who shall hold office until the end of the Annual General Meeting next following their appointment but shall be eligible for election at such meeting.

49. A nomination for election of a Representative to the post of Trustee in accordance with Article 45.a shall be in writing and deposited at the Office or with the Secretary not less than fifteen working days before the Annual General Meeting at which the election is to be proposed, signed by two Representatives, and by the Representative nominated, to indicate his/her consent to the nomination.

50. The Chair of cpd25 shall also be a Trustee of the Consortium. Due to the specialist expertise required in this post, the Chair of cpd25 will not be elected but appointed by a panel consisting of at least two Trustees (normally the Chair and Secretary). The decision of the panel will need to be approved by the Trustees and confirmed at the next General Meeting of the Consortium. The cpd25 Chair will hold office for two years, renewable for a further term of two years, by mutual consent of the individual and the elected Trustees.

Powers of the Trustees

51. The Trustees shall manage the business of the Consortium and may exercise all the powers of the Consortium unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution passed by the Members. No alteration of the Articles or any special resolution of the Members shall have retrospective effect to invalidate any prior act of the Trustees.
52. The Trustees for the time being may act notwithstanding any vacancy in their body.

Proceedings of the Trustees

53. The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three Trustees shall be a quorum.
54. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chair of the meeting shall have a second or casting vote.
55. A Trustee may, and on the request of a Trustee the Secretary shall, at any time, summon a meeting of the Trustees by notice served upon the Trustees.
56. The Chair for the time being of the Consortium shall be the Chair of meetings of the Trustees at which he or she is present. In his or her absence either the Secretary or Treasurer of the Consortium, if present at that meeting, shall be the Chair thereof.
57. A meeting of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Consortium for the time being vested in the Trustees generally.
58. All acts bona fide carried out by any meeting of the Trustees or of any committee of the Trustees or by any person acting as a Trustee or as a member of a committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Trustee or committee member or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee or committee member.
59. The Trustees shall cause proper minutes to be made of the proceedings of all meetings of the Consortium and of the Trustees and of any committees of the Trustees, and of all business transacted at such meetings, and any such minutes, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
60. A resolution in writing signed by all the Trustees for the time being or by all members of any committee of the Trustees who are duly entitled to receive notice

of a meeting of the Trustees or of such committee shall be as valid and effectual as if it had been passed at a meeting duly convened and constituted.

Conflicts of interest

61. Subject to Article 62, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- a. declare the nature and extent of his or her interest before discussion begins on the matter;
- b. withdraw from the meeting for that item after providing any information requested by the Trustees;
- c. not be counted in the quorum for that part of the meeting; and
- d. be absent during the vote and have no vote on the matter.

62. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Consortium to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- a. continue to participate in discussions leading to the making of a decision and/or to vote, or
- b. disclose to a third party information confidential to the Consortium, or
- c. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Consortium or
- d. refrain from taking any step required to remove the conflict.

63. The provisions of Articles 61 and 62 may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Charity Commission.

Steering Group

64. The Consortium shall have a Steering Group, constituted as a committee of the Trustees, which shall serve as an advisory and consultative body to the Trustees and whose members will contribute to the achievement of the Consortium's charitable objects by participating in committees and working group. The Steering Group shall comprise:

- a. ex-officio, the Trustees for the time being;
- b. not more than nine elected Representatives.

- c. not more than four further members, who may be co-opted from time to time by the Steering Group; and
65. The Representatives elected to the Steering Group under Article 64. b will hold office for a term of two years, renewable by vote of the Consortium for a further term of two years but with no subsequent immediate eligibility for re-election to this role for a period of one year.
66. At the Annual General Meeting of the year the elected Representatives who have completed their term of office on the Steering Group shall retire and shall not be eligible for re-election until the next succeeding Annual General Meeting.
67. The Steering Group shall have the power to co-opt up to four further members each serving for a period of up to but not exceeding three years.
68. The Steering Group may fill any casual vacancy amongst the elected Representatives on the Steering Group by co-option from the Representatives, but persons so co-opted to the Steering Group shall retire at the Annual General Meeting of the year next following their co-option and shall be eligible for election at such meeting.
69. A nomination for election of a Representative to the Steering Group shall be in writing and deposited with the Secretary not later than fifteen working days before that Annual General Meeting at which the election is to be proposed. It must be signed by two Representatives, and by the Representative nominated to indicate their consent to the nomination.

Other Committees and Working Groups

70. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee or working group.
71. The composition and terms of reference of any such committee or working group shall be entirely at the discretion of the Trustees.
72. The deliberations of any such committee or working group shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee or working group shall be reported forthwith to the Trustees and for that purpose every committee or working group shall appoint a secretary.
73. All delegations under this article shall be revocable at any time.
74. For the avoidance of doubt the Trustees may delegate financial matters to any committee or working group and may empower such committee or working group to resolve upon the operation of any bank account according to such mandate as it shall think fit provided always that no committee or working group shall incur expenditure on behalf of the Consortium except in accordance with a budget which has been approved by the Trustees.
75. A committee or working group of the Trustees may elect a chair of its meetings; if no such chair is elected, or if at any meeting a chair is not present within fifteen

minutes after the time appointed for holding the same, the committee or working group members present may choose one of their number to be chair of the meeting.

76. Subject to the provisions of these Articles and of any regulations made by the Trustees when delegating authority to a committee or working group, each committee or working group may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the committee or working group members present, and in the case of an equality of votes the chair shall have a second or casting vote.

Records and accounts

77. The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- a. annual returns;
- b. annual reports; and
- c. annual statements of account.

78. The Trustees must also keep records of:

- a. all proceedings at meetings of the Trustees;
- b. all resolutions in writing;
- c. all reports of committees; and
- d. all professional advice obtained.

79. Accounting records relating to the Consortium must be made available for inspection by any Trustee at any time during normal office hours.

80. A copy of the Consortium's constitution and latest available statement of accounts must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Consortium's reasonable costs.

Communications

81. The Consortium may deliver a notice or other document to a Member by:

- a. delivering it personally to the Member;
- b. post or hand delivery to the Member's address shown in the register of Members;
- c. electronic mail to an address notified by the Member in writing; or
- d. by means of a website in accordance with Articles 83 and 84.

82. Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

83. Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 81.a, 81.b or 81.c of:

- a. its presence on the website;
- b. the address of the website;
- c. the place on the website where it may be accessed; and
- d. how to access it.

84. Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 83 in accordance with the relevant provisions of 85.

85. Subject to Article 84, any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- a. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- b. two clear days after being sent by first class post to that address;
- c. three clear days after being sent by second class or overseas post to that address;
- d. on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier
- e. as soon as the Member acknowledges actual receipt.

86. A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

Indemnity

87. The Consortium may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act

Liability of Members and guarantee

88. The liability of Members is limited.

89. Each Member of the Consortium undertakes to contribute to the assets of the Consortium in the event of the same being wound up while it is a Member or within one year after it ceases to be a member, for the payment of the debts and liabilities of the Consortium, contracted before it 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, such amount as may be required not exceeding one pound.

Dissolution

90. If upon winding up or dissolution of the Consortium there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Consortium but if and so far as effect can be given to the next provision shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Consortium and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Consortium under or by virtue of Article 6, such institution or institutions to be determined by the Members of the Consortium at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some other charitable object.

Interpretation

91. In the Articles, unless the context indicates another meaning:

The Consortium	means the company regulated by these Articles
The Act	means the Companies Act 2006 (including any statutory or re-enactment thereof for the time being in force)
These Articles	means these Articles of Association as originally framed, or as from time to time altered by Special Resolution
Charity Commission	means the Charity Commission for England and Wales
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Consortium, or has some separate interest or duty in a matter to be decided, or in

	relation to information which is confidential to the Consortium;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights
cpd25	means the staff development and training programme of the Consortium
calendar day	means any period from midnight to midnight, including Saturdays, Sundays and public and bank holidays
East and South East England	means the counties of Berkshire, Bedfordshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Hertfordshire, Kent, Norfolk, Oxfordshire, Suffolk, Surrey, East Sussex and West Sussex.
General Meetings	means meetings of the Members of the Consortium
Member	means a Member of the Consortium admitted to membership in accordance with Articles 7 to 10
Representative	means an individual representing a Member or Members, as provided in Articles 17 to 21
SCONUL	means the Society of College, National and University Libraries
Trustees	means the executive of the Consortium being the body specified in Articles 45 to 50 of these Articles to act as Board of Directors
The Steering Group	means the advisory body constituted under Article 64.
working day	means any day other than a Saturday, a Sunday, bank holidays and University statutory closure days.
'written' or 'in writing'	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper
Year	means the Academic year from 1 August to 31 July

92. In these Articles, words importing individuals include bodies corporate; the singular shall include the plural and vice versa

93. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Consortium.