

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

UNITED CHURCH SCHOOLS TRUST
(formerly known as "THE CHURCH SCHOOLS COMPANY")

Incorporated 18th January 1993
Company No. 2780748
Charity No. 1016538

6th December 1995
Ref: JB

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

(As altered by a Special Resolution
passed on the 6th December 1995)

MEMORANDUM OF ASSOCIATION

OF

UNITED CHURCH SCHOOLS TRUST
(formerly known as "THE CHURCH SCHOOLS COMPANY")

1. The name of the company (hereinafter called "the Company") is United Church Schools Trust (formerly known as "The Church Schools Company").
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are to provide in England and Wales, by the establishment and maintenance of schools, a liberal, practical, and general education, for children and adults of all ages and both sexes, such education to include religious instruction in the doctrine and duties of Christianity principally as the same are taught by the Church of England but also sensitive to the teachings attitudes and practices of other Christian Communion and Denominations; to assist, in such manner as the Council may think fit, (including, without limitation, by the making of grants), and otherwise to promote the establishment and maintenance of schools conducted, or to be conducted, by any charitable institution, on the same or similar principles as those on which the schools operated by the Company are conducted.

In furtherance of those objects but not otherwise the Company shall have power:

- 3.1 Subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which shall be deemed desirable for the furtherance of the objects of the Company and to sell grant leases over or otherwise dispose of or alienate the same and to acquire the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities obligations and functions of, any charitable institution having objects similar to the objects of the Company including without limitation the undertaking assets liabilities obligations and functions of The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999);
- 3.2 To take any gift of property, whether subject to any special trust or not;
- 3.3 To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company or other registered charities of the description set out in the opening paragraph of this Clause 3, in the form of donations (whether in cash or in kind), annual subscriptions, or otherwise. Provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;
- 3.4 To print and publish any newspapers, periodicals, books or leaflets;
- 3.5 Subject to such consents as may be required by law to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company;
- 3.6 Subject to such consents as may be required by law to borrow and raise money and to charge in any way its undertaking and assets or otherwise to give security, including (without limitation) guaranteeing the obligations of third parties such third parties to include (without limitation) The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999); and to enter into transactions with lenders and/or third parties for the purpose of managing the risk to the Company arising from changes in interest rates on borrowings of the charity from time to time.
- 3.7 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, and to pay over surplus funds to The Church Schools Foundation Limited (Company No. 18582 Charity No. 313999), subject nevertheless (in every case) to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.8 To make grants and to award scholarships and bursaries;

- 3.9 To enter contracts and undertake and execute any trusts or any agency business;
- 3.10 To engage and remunerate and to make ex gratia payments to employees and 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;
- 3.11 To amalgamate with any companies, institutions, societies or foundations having charitable status and objects similar to the objects of the Company;
- 3.12 To transfer all or any part of the undertaking assets liabilities obligations and functions of the Company to any one or more of the charitable companies, institutions, societies or foundations with which the Company is authorised to amalgamate;
- 3.13 To do all such other lawful things as shall further the attainment of the above objects or any of them.

Provided that:

- 3.13.1 if 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;
- 3.13.2 the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers; and
- 3.13.3 if the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, 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 the members of the Company and no member of its Council 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 in good faith by the Company:-

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Council for any services rendered to the Company;
 - 4.2 of reasonable and proper interest on money lent to the Company by any member of the Company.
 - 4.3 of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors; and
 - 4.4 of fees, remuneration or other benefit in money or money's worth to any firm or company in which a member of the Council may have an interest provided that the existence and nature of that interest shall have been disclosed to the Council prior to the commitment to pay and actual payment of any such fees, remuneration or other benefit; subject to such disclosure such member shall not be bound to account for any share of profits he may receive in respect of any such payment; and
 - 4.5 to any member of its Council of reasonable out-of-pocket expenses.
 - 4.6 of the cost of purchasing and maintaining indemnity insurance in respect of liability for any act or default of the directors officers or employees of the Company or any of them in relation to the Company provided that such insurance shall not extend to indemnification against liability from wilful or criminal wrongdoing or default. Section 310(3)(a) Companies Act 1985 is excluded in relation to the provisions hereof.
5. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, as shall make the Company a company to which Section 30 of the Companies Act 1985 does not apply or which would cause the Company to cease to be a charity at law.
 6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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, such amount as may be required not exceeding £1.

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 among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, 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.

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

UNITED CHURCH SCHOOLS TRUST
(formerly known as "THE CHURCH SCHOOLS COMPANY")

(As adopted by Special Resolution
passed on the 6th December 1995)

PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

Words

Meanings

"The Company"

This Company

"The Church Schools
Foundation Ltd"

Company number 18582 formerly
known as "The Church Schools
Company Limited".

"In writing"

Written or produced by any substitute
for writing, which, for the avoidance of
doubt, shall include photocopying,
cable, telex and facsimile transmission
records, whether partly one and partly
another.

"Month"	Calendar month.
"Office"	The registered office of the Company.
"Person"	Includes a corporation, partnership, trustee (whether incorporated or unincorporated) or unincorporated association.
"Council"	The Council for the time being of the Company.
"Chairman"	The Chairman for the time being of the Council.
"These presents"	These Articles of Association, as originally framed, or as from time to time altered by Special Resolution.
"The Statutes"	The Charities Acts 1960 and 1992, the Companies Act 1985 and 1989 and every other Act for the time being in force concerning companies and affecting the Company.
"The United Kingdom"	Great Britain and Northern Ireland.
"Year"	Calendar year.

The expression "Secretary" shall include any person appointed by the Council to perform any of the duties of the Secretary.

Words importing the masculine gender include the feminine and words in the singular include the plural (and vice versa).

Save as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. The number of members with which the Company proposes to be registered is one but the Council may from time to time by resolution increase the number of members.
3. The members of the Company shall be the subscribers to the Memorandum of Association and such other persons, who support the objects of the Company contained in its

Memorandum of Association and who seek to advance the work of the Company by participating in its activities, as the Council may admit to membership.

4. 4.1 No person shall be admitted a member of the Company unless first approved by the Council, and the Council shall have an absolute discretion as to the admission of any person to membership and as to the terms of admission, and shall not be bound to assign any reason for its decision.
- 4.2 Any member may be removed from the Company by a resolution of the Council passed by a majority of at least three-fourths of the members of the Council present and voting at a meeting of the Council of which not less than fourteen days' previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the members of the Council. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days before the meeting and he shall be entitled to be heard by the Council at the meeting. On a member being removed under this Article he shall forfeit all privileges of membership.
- 4.3 The Council shall cause a register to be kept of all members respectively with their addresses, together with such other records of membership as may be deemed necessary or are required by the statutes. The Register of Members shall be open to inspection by members at the office as required by Section 352 of the Companies Act, 1985.

GENERAL MEETINGS

5. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Board. All other General Meetings shall be called Extraordinary General Meetings.
6. The Council may whenever it thinks fit, and shall on requisition in accordance with the Statutes, proceed to convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting (and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution) shall be called by twenty-one days' notice in writing at the least, and any other Extraordinary General Meeting by fourteen days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed:
 - 7.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
 - 7.2 in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

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.

8. Every notice calling a General Meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.
9. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes that is to say:
 - 9.1 reading, considering and adopting the balance sheet and income and expenditure account and reports of the Council and the Auditors, and other related documents;
 - 9.2 appointing Auditors;
 - 9.3 appointing Directors and other officers in the place of those retiring but not otherwise.

PROCEEDINGS AT GENERAL MEETINGS

10. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One member present personally or by a duly appointed representative shall be a quorum for all purposes.
11. 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:
 - 11.1 the Chairman; or
 - 11.2 not less than half the members personally present and entitled to vote.

A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman 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 minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

12. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
13. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

14. Subject as herein provided, every member of the Company on a show of hands who is present shall have one vote and on a poll every member present in person or by proxy shall have one vote.

On a poll votes may be given either personally or by proxy.

An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form which is usual or which the Council may approve.

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Council shall be deposited at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

COUNCIL

15. Subject as hereinafter provided, the Council shall not be fewer than five nor more than twenty five. Every Council Member shall be a member of the Church of England or some other Christian Communion or Denomination except in cases sanctioned by the Board. Every Director shall hold one share in The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999) for so long as he or she shall remain a Director. Where a person ceases to be a Director, he or she shall immediately upon such cessation transfer the share in the Church Schools Foundation Limited held by him or her to such person or persons as the Council shall direct upon payment of the sum of £1 in respect of such share.
- 15(a) The Council of Caterham School and the United Reformed Church shall each be entitled by notice to the Council to require the Council to appoint one person nominated by each of them to be a Council Member. The Council shall make any appointment necessary to give effect to any such notice as soon as practicable after receipt thereof provided that such person is eligible to be a Council Member and, in the case of any person nominated by the United Reformed Church, provided further that such person is first approved by the Council. Any person so appointed shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of his appointor and the Council he remain in office for a further three years. At the end of any such further period such Council Member shall resign whereafter he shall be eligible for re-appointment if his appointor so requires (and the Council consents thereto) for a further period of one year, and so on for further periods of one year subject to annual reappointment if his appointor so requires (and the Council consents thereto). The provisions of these Articles relating to Council Members (other than Article 18) shall apply to any Council Member so appointed and any such Council Member shall comply in all respects with such provisions. Notices given in accordance with the provisions of this Article shall be in writing and shall be addressed to the Council at the office.
16. The Members of Council shall not be entitled to any remuneration from the Company but shall be entitled to receive, as appropriate, sums payable under Clauses 4.2 to 4.6 of the Company's Memorandum of Association.

APPOINTMENT AND RETIREMENT OF COUNCIL MEMBERS

17. The Council shall have power at any time and from time to time to appoint any person to be a Member of Council either to fill a casual vacancy or as an additional Member of Council, but so that the total number of Members of Council shall not at any time exceed the maximum number fixed by or in accordance with these presents and so that the Chairman of the Company shall always be the same person as the Chairman of the Church Schools Foundation Limited.

18. A Member of Council shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of the Council he may remain in office for a further period of three years. At the end of any such further period such Council Member shall resign whereafter such Council Member shall be eligible for re-election by the Council for a further period of one year upon the proposal of the Chairman, and so on for further periods of one year subject to annual proposal and re-election as aforesaid.

19. The office of Member of Council shall be vacated in any of the following events, namely if:
 - 19.1 he resigns by writing under his hand left at the Office;
 - 19.2 he shall have a receiving order made against him or compounds with his creditors generally;
 - 19.3 in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
 - 19.4 he becomes prohibited from holding office by reason of any order made under the Statutes;
 - 19.5 he is removed from office by a resolution duly passed pursuant to Section 303 of the Companies Act 1985;
 - 19.6 he fails to attend meetings of the Council for a continuous period of twelve months and the Council (in its absolute discretion) resolves that he should be removed from office.

ALTERNATE MEMBERS OF COUNCIL

20. 20.1 Each Member of Council shall have the power at any time to appoint as an alternate Member of Council either (i) another Member of Council or (ii) any other person approved for that purpose by a resolution of the Members of Council and, at any time, to terminate such appointment. Every appointment and removal of an alternate Member of Council shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Members of Council agree otherwise) only take effect upon receipt of such written appointment or removal at the Office. A Member of Council appointing an alternate shall remain liable for the actions of his alternate when acting (or purporting to act) as such alternate. An alternate Members of Council shall not be counted in reckoning the maximum and minimum number of Members of Council allowed or required by these Articles.
- 20.2 An alternate Member of Council shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Members of Council and of any sub-committee or local committee of the Members of Council of which his appointor is a member and to attend and vote as a Member of Council at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Member of Council of his appointor, and to receive notice of all General Meetings.
- 20.3 The appointment of an alternate Member of Council shall automatically determine on the happening of any event which if he were a Member of Council would cause him to vacate such office or if his appointor shall cease for any reason to be a Member of Council otherwise than by retiring and being re-appointed at the same meeting.
- 20.4 A Member of Council or any other person may act as alternate Member of Council to represent more than one Member of Council and an alternate Member of Council shall be entitled at meetings of the Members of Council or any committee of the Members of Council to one vote for every Member of Council whom he represents in addition to his own vote (if any) as a Member of Council, but shall count as only one for the purpose of determining whether a quorum be present.

PROCEEDINGS OF COUNCIL

21. The Members of Council shall hold Council Meetings at least three times a year. The Members of Council may adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any Member of Council may, and the Secretary on the requisition of a Member of Council shall, at any time summon a meeting of the Council.

22. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless so fixed at any other number shall be the greater of three, or one-third of the Members of Council for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third). A meeting of the Council at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Council.

A member of the Board may not vote as a Member of the Board and if also a Member of the Company as Member of the Company in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall vote his vote shall not be counted and shall not be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

23. The continuing members of the Council may act notwithstanding any vacancies, but, if and so long as the number of members of the Council is reduced below the minimum number fixed by or in accordance with these presents, the continuing Members of Council or Member of Council may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company but for no other purpose. If there be no Members of Council or Member of Council able or willing to act, then any two members of the Company may summon a General Meeting for the purpose of appointing Members of Council.

24. The Council may elect a Vice-Chairman from among their number and determine the period for which he is to hold office. If at any meeting neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the same, the Members of Council present may choose one of their number to be Chairman of the meeting.

25. A resolution in writing signed by all the Members of Council for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Council duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Members of Council. For the purposes of this Article, a cable or telex or facsimile transmission message purporting to come from a Member of Council shall in the absence of express evidence to the contrary be deemed to be a document or instrument in writing signed by such Member of Council in the terms in which it is received.

26. The Council shall be entitled to appoint sub-committees and local councils ("committees") for specific purposes. Members of any such committee need not be members of the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents regulating the meetings and proceedings of the Council so far as the same are applicable and are not superseded by any regulations made by the Council. The Chairman of any such committee shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of the Council he may remain in office for a further period of one year upon the proposal of the Chairman of the Company and so on for further periods of one year subject to annual proposal and re-election as aforesaid. The Chairman of a committee of local Council Members shall be initially elected by that committee but be subject, as aforesaid, to the conditions for the extension, with the added requirement of the consent of Members of the Local Council.
27. All acts done by any meeting of the Council or a subcommittee thereof, or by any person acting as a Member of Council, shall (as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any Member of Council or person acting as such or that any such Member of Council or person was disqualified or had vacated office or was not entitled to vote), be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Council and had been entitled to vote.

BORROWING POWERS

28. Subject to such consents as may be required by law the Council may exercise all the powers of the Company to borrow money, to charge its undertaking and assets and otherwise to give security and guarantees.

POWERS OF THE COUNCIL

29. The affairs of the Company shall be managed by the Council who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes, and to such regulations (not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation so made by the Company shall invalidate any prior act of the Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.

The following decisions may only be implemented by the Council with the sanction of an Ordinary Resolution (or a written resolution in accordance with Article 13 above) of the members of the Company, which may be passed in advance of any Council decision on the matter in question, or within thirty days thereafter:

to appoint a new Chairman;

to appoint a Chief Executive;

to appoint Patrons or Vice Patrons;

to appoint Auditors;

to acquire (in accordance with Clause 3 of the Company's Memorandum of Association) the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities obligations and function of any charitable institution having objects similar to the objects of the Company;

to amalgamate (in accordance with Clause 3.11 of the Company's Memorandum of Association) with any company, institution, society or foundation having charitable status and objects similar to the objects of the Company;

to transfer (in accordance with Clause 3.12 of the Company's Memorandum of Association) all or any part of the undertaking, assets, liabilities, obligations and functions of the Company to any one or more of the charitable companies, institutions, societies or foundations with which the Company is authorised to amalgamate.

30. The Council shall have power from time to time to adopt and make, alter or revoke, byelaws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established, provided that such byelaws are not repugnant to the Memorandum or Articles of Association. Any resolution of the Council for the adoption, making, alteration or revocation of such byelaws shall be subject to confirmation by Ordinary Resolution of the Company at the next Annual General Meeting and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such byelaws for the time being in force shall be binding upon all members until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an Ordinary Resolution of the Company. No member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Council to make byelaws on other matters the following shall be deemed to be matters which may be governed by byelaws within the meaning of this Article, that is to say:

- 30.1 as to the fees charged by each school operated by the Company;
- 30.2 as to the employment of Company staff;
- 30.3 as to the employment of school staff, including the appointment of the Headmaster or Headmistress;
- 30.4 as to the appointment of committees; and
- 30.5 as to the provision of scholarships and bursaries.

It is expressly declared the byelaws must not contravene or vary from the following standing rules of the Company.

- 30.6 That in all schools set up or assisted by the Company instruction shall be given in the doctrine and duties of Christianity as taught by the Church of England or by such other Christian Communion or Denomination as is appropriate for the school, but with liberty to the parent or guardian of or person liable to maintain or having the actual custody of any day scholar, by notice in writing addressed to the Head Master or Mistress of the School, to withdraw such scholar from attendance at prayer or religious worship, or from any lesson or series of lessons on a religious subject.
 - 30.7 That all Head Masters or Mistresses and all Assistant Masters or Mistresses of such Schools shall be Members of the Church of England or such other Christian Communion or Denomination as is appropriate for the school, except in any case specially sanctioned by the Council
31. The Head Master or Mistress of every School set up or maintained by the Company shall be appointed and may be dismissed by the Council. The Assistant Masters or Mistresses shall be appointed by the Head Master or Mistress of their respective Schools, under regulations to be from time to time made by the Council, and may be dismissed either by the Head Master or Mistress of their respective Schools, or by the Council.

COMPANY SECRETARY

32. Subject to the provisions of the Statutes the Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The Secretary shall not be a Member of the Council but may attend meetings of the Council without any right to vote.

33. A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Member of Council and the Secretary shall not be satisfied by its being done by or to the same person acting both as Member of Council and as, or in place of, the Secretary.

CHIEF EXECUTIVE OF THE COMPANY

34. Subject to Article 30, the Members of Council may from time to time appoint any person to the office of Chief Executive of the Company for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

The Members of Council may entrust to and confer upon the Chief Executive of the Company any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.

ACCOUNTS

35. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place within Great Britain as the Council thinks fit, and shall at all times be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Council.

A copy of every balance sheet and income and expenditure account which is to be laid before the Company in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and holder of debentures of, the Company and to the Auditors and any other persons entitled to receive notices of General Meetings. Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person who is not entitled to receive notices of meetings and of whose address the Company is not aware.

AUDIT

36. The Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

NOTICES

37. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at the registered address as he may supply to the Company for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.
38. A member described in the register of members by an address not within the United Kingdom for the giving of notices to him shall not be entitled to receive any notice from the Company.
39. Any notice or document served by post shall be deemed to have been served at the expiration of 48 hours (or, where second class mail is employed, 72 hours) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

INDEMNITY

40. Subject to the provisions of the Statutes and of the Memorandum of Association every Member of Council, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he shall incur or be put to on account of any act, deed, matter or thing which shall be executed, done or permitted by him in or about the bona fide execution of his office and shall be reimbursed by the Company all reasonable expenses incurred by him in or about any legal proceedings or arbitration on account of the Company or otherwise in the execution of his office except such costs, losses and expenses as shall happen through his dishonest or wilful act, neglect or default.
41. In the execution of the objects of the Company no officer of the Company shall be liable for any loss of the property of the Company arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other officer of the Company in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by any officer of the Company or by reason of any other matter or thing other than wilful and individual fraud wrongdoing or wrongful omission on the part of the officer who is sought to be made liable.

DISSOLUTION

42. Upon the winding up of the Company the provisions of Clause 8 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.

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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

(As altered by a Special Resolution
passed on the 6th day of December 1995)

MEMORANDUM OF ASSOCIATION

OF

THE CHURCH SCHOOLS COMPANY

1. The name of the company (hereinafter called "the Company") is "The Church Schools Company".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are to provide in England and Wales, by the establishment and maintenance of schools, a liberal, practical, and general education, for children and adults of all ages and both sexes, such education to include religious instruction in the doctrine and duties of Christianity principally as the same are taught by the Church of England but also sensitive to the teachings attitudes and practices of other Christian Communion and Denominations; to assist, in such manner as the Council may think fit, (including, without limitation, by the making of grants), and otherwise to promote the establishment and maintenance of schools conducted, or to be conducted, by any charitable institution, on the same or similar principles as those on which the schools operated by the Company are conducted.

In furtherance of those objects but not otherwise the Company shall have power:

- 3.1 Subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which shall be deemed desirable for the furtherance of the

objects of the Company and to sell grant leases over or otherwise dispose of or alienate the same and to acquire the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities obligations and functions of, any charitable institution having objects similar to the objects of the Company including without limitation the undertaking assets liabilities obligations and functions of The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999);

- 3.2 To take any gift of property, whether subject to any special trust or not;
- 3.3 To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company or other registered charities of the description set out in the opening paragraph of this Clause 3, in the form of donations (whether in cash or in kind), annual subscriptions, or otherwise. Provided that the Company shall not undertake any permanent trading activities in raising funds for its charitable objects;
- 3.4 To print and publish any newspapers, periodicals, books or leaflets;
- 3.5 Subject to such consents as may be required by law to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company;
- 3.6 Subject to such consents as may be required by law to borrow and raise money and to charge in any way its undertaking and assets or otherwise to give security, including (without limitation) guaranteeing the obligations of third parties such third parties to include (without limitation) The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999); and to enter into transactions with lenders and/or third parties for the purpose of managing the risk to the Company arising from changes in interest rates on borrowings of the charity from time to time.
- 3.7 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, and to pay over surplus funds to The Church Schools Foundation Limited (Company No. 18582 Charity No. 313999), subject nevertheless (in every case) to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

- 3.8 To make grants and to award scholarships and bursaries;
- 3.9 To enter contracts and undertake and execute any trusts or any agency business;
- 3.10 To engage and remunerate and to make ex gratia payments to employees and 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;
- 3.11 To amalgamate with any companies, institutions, societies or foundations having charitable status and objects similar to the objects of the Company;
- 3.12 To transfer all or any part of the undertaking assets liabilities obligations and functions of the Company to any one or more of the charitable companies, institutions, societies or foundations with which the Company is authorised to amalgamate;
- 3.13 To do all such other lawful things as shall further the attainment of the above objects or any of them.

Provided that:

- 3.13.1 if 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;
- 3.13.2 the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers; and
- 3.13.3 if the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority

exercisable by the Chancery Division or the Charity Commissioners over such Council but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, 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 the members of the Company and no member of its Council 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 in good faith by the Company:-

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Council for any services rendered to the Company;
- 4.2 of reasonable and proper interest on money lent to the Company by any member of the Company.
- 4.3 of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors; and
- 4.4 of fees, remuneration or other benefit in money or money's worth to any firm or company in which a member of the Council may have an interest provided that the existence and nature of that interest shall have been disclosed to the Council prior to the commitment to pay and actual payment of any such fees, remuneration or other benefit; subject to such disclosure such member shall not be bound to account for any share of profits he may receive in respect of any such payment; and
- 4.5 to any member of its Council of reasonable out-of-pocket expenses.
- 4.6 of the cost of purchasing and maintaining indemnity insurance in respect of liability for any act or default of the directors officers or employees of the Company or any of them in relation to the Company provided that such insurance shall not extend to indemnification against liability from wilful or criminal wrongdoing or default. Section 310(3)(a) Companies Act 1985 is excluded in relation to the provisions hereof.

5. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, as shall make the Company a company to which Section 30 of the Companies Act 1985 does not apply or which would cause the Company to cease to be a charity at law.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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, such amount as may be required not exceeding £1.
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 among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, 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.

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE CHURCH SCHOOLS COMPANY

(As adopted by Special Resolution
passed on the 6th day of December 1995)

PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof.

<u>Words</u>	<u>Meanings</u>
"The Company"	This Company
"The Church Schools Foundation Ltd"	Company number 18582 formerly known as "The Church Schools Company Limited".
"In writing"	Written or produced by any substitute for writing, which, for the avoidance of doubt, shall include photocopying, cable, telex and facsimile transmission records, whether partly one and partly another.
"Month"	Calendar month.
"Office"	The registered office of the Company.

"Person"	Includes a corporation, partnership, trustee (whether incorporated or unincorporated) or unincorporated association.
"Council"	The Council for the time being of the Company.
"Chairman"	The Chairman for the time being of the Council.
"These presents"	These Articles of Association, as originally framed, or as from time to time altered by Special Resolution.
"The Statutes"	The Charities Acts 1960 and 1992, the Companies Act 1985 and 1989 and every other Act for the time being in force concerning companies and affecting the Company.
"The United Kingdom"	Great Britain and Northern Ireland.
"Year"	Calendar year.

The expression "Secretary" shall include any person appointed by the Council to perform any of the duties of the Secretary.

Words importing the masculine gender include the feminine and words in the singular include the plural (and vice versa).

Save as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. The number of members with which the Company proposes to be registered is one but the Council may from time to time by resolution increase the number of members.
3. The members of the Company shall be the subscribers to the Memorandum of Association and such other persons, who support the objects of the Company contained in its

Memorandum of Association and who seek to advance the work of the Company by participating in its activities, as the Council may admit to membership.

4. 4.1 No person shall be admitted a member of the Company unless first approved by the Council, and the Council shall have an absolute discretion as to the admission of any person to membership and as to the terms of admission, and shall not be bound to assign any reason for its decision.
- 4.2 Any member may be removed from the Company by a resolution of the Council passed by a majority of at least three-fourths of the members of the Council present and voting at a meeting of the Council of which not less than fourteen days' previous notice specifying the intention to propose such resolution shall have been sent to the member whose removal is in question and to all the members of the Council. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the member whose removal is in question at least seven days before the meeting and he shall be entitled to be heard by the Council at the meeting. On a member being removed under this Article he shall forfeit all privileges of membership.
- 4.3 The Council shall cause a register to be kept of all members respectively with their addresses, together with such other records of membership as may be deemed necessary or are required by the statutes. The Register of Members shall be open to inspection by members at the office as required by Section 352 of the Companies Act, 1985.

GENERAL MEETINGS

5. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Board. All other General Meetings shall be called Extraordinary General Meetings.
6. The Council may whenever it thinks fit, and shall on requisition in accordance with the Statutes, proceed to convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting (and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution) shall be called by twenty-one days' notice in writing at the least, and any other Extraordinary General Meeting by fourteen days' notice in writing at the least, exclusive in either case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed:
 - 7.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
 - 7.2 in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

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.
8. Every notice calling a General Meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business; and, if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.
9. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes that is to say:
 - 9.1 reading, considering and adopting the balance sheet and income and expenditure account and reports of the Council and the Auditors, and other related documents;
 - 9.2 appointing Auditors;
 - 9.3 appointing Directors and other officers in the place of those retiring but not otherwise.

PROCEEDINGS AT GENERAL MEETINGS

10. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One member present personally or by a duly appointed representative shall be a quorum for all purposes.
11. 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:
- 11.1 the Chairman; or
- 11.2 not less than half the members personally present and entitled to vote.

A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman 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 minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

12. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
13. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

14. Subject as herein provided, every member of the Company on a show of hands who is present shall have one vote and on a poll every member present in person or by proxy shall have one vote.

On a poll votes may be given either personally or by proxy.

An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form which is usual or which the Council may approve.

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Council shall be deposited at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

COUNCIL

15. Subject as hereinafter provided, the Council shall not be fewer than five nor more than twenty five. Every Council Member shall be a member of the Church of England or some other Christian Communion or Denomination except in cases sanctioned by the Board. Every Director shall hold one share in The Church Schools Foundation Limited (Company No. 18582; Charity No. 313999) for so long as he or she shall remain a Director. Where a person ceases to be a Director, he or she shall immediately upon such cessation transfer the share in the Church Schools Foundation Limited held by him or her to such person or persons as the Council shall direct upon payment of the sum of £1 in respect of such share.
- 15(a) The Council of Caterham School and the United Reformed Church shall each be entitled by notice to the Council to require the Council to appoint one person nominated by each of them to be a Council Member. The Council shall make any appointment necessary to give effect to any such notice as soon as practicable after receipt thereof provided that such person is eligible to be a Council Member and, in the case of any person nominated by the United Reformed Church, provided further that such person is first approved by the Council. Any person so appointed shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of his appointor and the Council he remain in office for a further three years. At the end of any such further period such Council Member shall resign whereafter he shall be eligible for re-appointment if his appointor so requires (and the Council consents thereto) for a further period of one year, and so on for further periods of one year subject to annual reappointment if his appointor so requires (and the Council consents thereto). The provisions of these Articles relating to Council Members (other than Article 18) shall apply to any Council Member so appointed and any such Council Member shall comply in all respects with such provisions. Notices given in accordance with the provisions of this Article shall be in writing and shall be addressed to the Council at the office.

16. The Members of Council shall not be entitled to any remuneration from the Company but shall be entitled to receive, as appropriate, sums payable under Clauses 4.2 to 4.6 of the Company's Memorandum of Association.

APPOINTMENT AND RETIREMENT OF COUNCIL MEMBERS

17. The Council shall have power at any time and from time to time to appoint any person to be a Member of Council either to fill a casual vacancy or as an additional Member of Council, but so that the total number of Members of Council shall not at any time exceed the maximum number fixed by or in accordance with these presents and so that the Chairman of the Company shall always be the same person as the Chairman of the Church Schools Foundation Limited.
18. A Member of Council shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of the Council he may remain in office for a further period of three years. At the end of any such further period such Council Member shall resign whereafter such Council Member shall be eligible for re-election by the Council for a further period of one year upon the proposal of the Chairman, and so on for further periods of one year subject to annual proposal and re-election as aforesaid.
19. The office of Member of Council shall be vacated in any of the following events, namely if:
- 19.1 he resigns by writing under his hand left at the Office;
 - 19.2 he shall have a receiving order made against him or compounds with his creditors generally;
 - 19.3 in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
 - 19.4 he becomes prohibited from holding office by reason of any order made under the Statutes;
 - 19.5 he is removed from office by a resolution duly passed pursuant to Section 303 of the Companies Act 1985;

- 19.6 he fails to attend meetings of the Council for a continuous period of twelve months and the Council (in its absolute discretion) resolves that he should be removed from office.

ALTERNATE MEMBERS OF COUNCIL

20. 20.1 Each Member of Council shall have the power at any time to appoint as an alternate Member of Council either (i) another Member of Council or (ii) any other person approved for that purpose by a resolution of the Members of Council and, at any time, to terminate such appointment. Every appointment and removal of an alternate Member of Council shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Members of Council agree otherwise) only take effect upon receipt of such written appointment or removal at the Office. A Member of Council appointing an alternate shall remain liable for the actions of his alternate when acting (or purporting to act) as such alternate. An alternate Members of Council shall not be counted in reckoning the maximum and minimum number of Members of Council allowed or required by these Articles.
- 20.2 An alternate Member of Council shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Members of Council and of any sub-committee or local committee of the Members of Council of which his appointor is a member and to attend and vote as a Member of Council at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Member of Council of his appointor, and to receive notice of all General Meetings.
- 20.3 The appointment of an alternate Member of Council shall automatically determine on the happening of any event which if he were a Member of Council would cause him to vacate such office or if his appointor shall cease for any reason to be a Member of Council otherwise than by retiring and being re-appointed at the same meeting.

- 20.4 A Member of Council or any other person may act as alternate Member of Council to represent more than one Member of Council and an alternate Member of Council shall be entitled at meetings of the Members of Council or any committee of the Members of Council to one vote for every Member of Council whom he represents in addition to his own vote (if any) as a Member of Council, but shall count as only one for the purpose of determining whether a quorum be present.

PROCEEDINGS OF COUNCIL

21. The Members of Council shall hold Council Meetings at least three times a year. The Members of Council may adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any Member of Council may, and the Secretary on the requisition of a Member of Council shall, at any time summon a meeting of the Council.

22. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless so fixed at any other number shall be the greater of three, or one-third of the Members of Council for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third). A meeting of the Council at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Council.

A member of the Board may not vote as a Member of the Board and if also a Member of the Company as Member of the Company in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall vote his vote shall not be counted and shall not be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

23. The continuing members of the Council may act notwithstanding any vacancies, but, if and so long as the number of members of the Council is reduced below the minimum number fixed by or in accordance with these presents, the continuing Members of Council or Member of Council may act for the purpose of filling up such vacancies or of summoning General Meetings of the Company but for no other purpose. If there be no Members of Council or Member of Council able or willing to act, then any two members of the Company may summon a General Meeting for the purpose of appointing Members of Council.

24. The Council may elect a Vice-Chairman from among their number and determine the period for which he is to hold office. If at any meeting neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the same, the Members of Council present may choose one of their number to be Chairman of the meeting.
25. A resolution in writing signed by all the Members of Council for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Council duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Members of Council. For the purposes of this Article, a cable or telex or facsimile transmission message purporting to come from a Member of Council shall in the absence of express evidence to the contrary be deemed to be a document or instrument in writing signed by such Member of Council in the terms in which it is received.
26. The Council shall be entitled to appoint sub-committees and local councils ("committees") for specific purposes. Members of any such committee need not be members of the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents regulating the meetings and proceedings of the Council so far as the same are applicable and are not superseded by any regulations made by the Council. The Chairman of any such committee shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of the Council he may remain in office for a further period of one year upon the proposal of the Chairman of the Company and so on for further periods of one year subject to annual proposal and re-election as aforesaid. The Chairman of a committee of local Council Members shall be initially elected by that committee but be subject, as aforesaid, to the conditions for the extension, with the added requirement of the consent of Members of the Local Council.
27. All acts done by any meeting of the Council or a sub-committee thereof, or by any person acting as a Member of Council, shall (as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any Member of Council or person acting as such or that any such Member of Council or person was disqualified or had vacated office or was not entitled to vote), be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Council and had been entitled to vote.

BORROWING POWERS

28. Subject to such consents as may be required by law the Council may exercise all the powers of the Company to borrow money, to charge its undertaking and assets and otherwise to give security and guarantees.

POWERS OF THE COUNCIL

29. The affairs of the Company shall be managed by the Council who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes, and to such regulations (not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation so made by the Company shall invalidate any prior act of the Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.

The following decisions may only be implemented by the Council with the sanction of an Ordinary Resolution (or a written resolution in accordance with Article 13 above) of the members of the Company, which may be passed in advance of any Council decision on the matter in question, or within thirty days thereafter:

to appoint a new Chairman;

to appoint a Chief Executive;

to appoint Patrons or Vice Patrons;

to appoint Auditors;

to acquire (in accordance with Clause 3 of the Company's Memorandum of Association) the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities obligations and function of any charitable institution having objects similar to the objects of the Company;

to amalgamate (in accordance with Clause 3.11 of the Company's Memorandum of Association) with any company, institution, society or foundation having charitable status and objects similar to the objects of the Company;

to transfer (in accordance with Clause 3.12 of the Company's Memorandum of Association) all or any part of

the undertaking, assets, liabilities, obligations and functions of the Company to any one or more of the charitable companies, institutions, societies or foundations with which the Company is authorised to amalgamate.

30. The Council shall have power from time to time to adopt and make, alter or revoke, byelaws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established, provided that such byelaws are not repugnant to the Memorandum or Articles of Association. Any resolution of the Council for the adoption, making, alteration or revocation of such byelaws shall be subject to confirmation by Ordinary Resolution of the Company at the next Annual General Meeting and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such byelaws for the time being in force shall be binding upon all members until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an Ordinary Resolution of the Company. No member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Council to make byelaws on other matters the following shall be deemed to be matters which may be governed by byelaws within the meaning of this Article, that is to say:

- 30.1 as to the fees charged by each school operated by the Company;
- 30.2 as to the employment of Company staff;
- 30.3 as to the employment of school staff, including the appointment of the Headmaster or Headmistress;
- 30.4 as to the appointment of committees; and
- 30.5 as to the provision of scholarships and bursaries.

It is expressly declared the byelaws must not contravene or vary from the following standing rules of the Company.

- 30.6 That in all schools set up or assisted by the Company instruction shall be given in the doctrine and duties of Christianity as taught by the Church of England or by such other Christian Communion or Denomination as is appropriate for the school, but with liberty

to the parent or guardian of or person liable to maintain or having the actual custody of any day scholar, by notice in writing addressed to the Head Master or Mistress of the School, to withdraw such scholar from attendance at prayer or religious worship, or from any lesson or series of lessons on a religious subject.

30.7 That all Head Masters or Mistresses and all Assistant Masters or Mistresses of such Schools shall be Members of the Church of England or such other Christian Communion or Denomination as is appropriate for the school, except in any case specially sanctioned by the Council

31. The Head Master or Mistress of every School set up or maintained by the Company shall be appointed and may be dismissed by the Council. The Assistant Masters or Mistresses shall be appointed by the Head Master or Mistress of their respective Schools, under regulations to be from time to time made by the Council, and may be dismissed either by the Head Master or Mistress of their respective Schools, or by the Council.

COMPANY SECRETARY

32. Subject to the provisions of the Statutes the Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The Secretary shall not be a Member of the Council but may attend meetings of the Council without any right to vote.

33. A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Member of Council and the Secretary shall not be satisfied by its being done by or to the same person acting both as Member of Council and as, or in place of, the Secretary.

CHIEF EXECUTIVE OF THE COMPANY

34. Subject to Article 30, the Members of Council may from time to time appoint any person to the office of Chief Executive of the Company for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

The Members of Council may entrust to and confer upon the Chief Executive of the Company any of the powers exercisable by them upon such terms and conditions and

with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.

ACCOUNTS

35. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place within Great Britain as the Council thinks fit, and shall at all times be open to inspection by the officers of the Company. Subject as aforesaid no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Council.

A copy of every balance sheet and income and expenditure account which is to be laid before the Company in General Meeting (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than twenty-one days before the date of the meeting be sent to every member of, and holder of debentures of, the Company and to the Auditors and any other persons entitled to receive notices of General Meetings. Provided that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person who is not entitled to receive notices of meetings and of whose address the Company is not aware.

AUDIT

36. The Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes.

NOTICES

37. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at the registered address as he may supply to the Company for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy.
38. A member described in the register of members by an address not within the United Kingdom for the giving of notices to him shall not be entitled to receive any notice from the Company.

39. Any notice or document served by post shall be deemed to have been served at the expiration of 48 hours (or, where second class mail is employed, 72 hours) after the letter containing the same is posted, and in proving such service it shall be sufficient to show that the letter containing the notice or document was properly addressed, stamped and posted.

INDEMNITY

40. Subject to the provisions of the Statutes and of the Memorandum of Association every Member of Council, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he shall incur or be put to on account of any act, deed, matter or thing which shall be executed, done or permitted by him in or about the bona fide execution of his office and shall be reimbursed by the Company all reasonable expenses incurred by him in or about any legal proceedings or arbitration on account of the Company or otherwise in the execution of his office except such costs, losses and expenses as shall happen through his dishonest or wilful act, neglect or default.
41. In the execution of the objects of the Company no officer of the Company shall be liable for any loss of the property of the Company arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other officer of the Company in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or

omission made in good faith by any officer of the Company or by reason of any other matter or thing other than wilful and individual fraud wrongdoing or wrongful omission on the part of the officer who is sought to be made liable.

DISSOLUTION

42. Upon the winding up of the Company the provisions of Clause 8 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.