

COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

HEADINGTON SCHOOL OXFORD LIMITED

*Incorporated on
23rd July 1915*

Company No: 00141076

Charity No: 309678

As amended by special resolution dated 12th November 1919; 21st June 1922; 27th November 1922; 20th July 1942 (confirmed by an order in the Court of Justice Chancery Division on the 16th November 1942); 27th March 1950; 30th January 1959; 25th January 1977; 28th January 1991; 28th January 1994; 1st February 2002; 5th December 2008; 20th March 2014 and 13th November 2023

COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HEADINGTON SCHOOL OXFORD LIMITED

(the "Company")

1 NAME

The name of the company is Headington School Oxford Limited (the "**Company**").

2 REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3 OBJECTS

- 3.1 To advance Education for the Benefit of the Public in any way that the trustees see fit, including the provision, maintenance and support of a school or schools, wherein the core values and teaching shall reflect a broad Christian Ethos, but also supporting Pupils of all faiths and with none.

(the "**Objects**").

4 POWERS

The Company has the following powers which may be exercised only in promoting the Objects:

- 4.1 to establish, maintain, promote and carry on the business of boarding-house keepers, and caterers, and generally to provide for the well-being of the pupils and boarders and staff at any school to be established as foresaid;
- 4.2 to establish, maintain, promote and carry on libraries, class-rooms, science laboratories and chemical demonstrating theatres, and to furnish the same with books, reviews, magazines and other publications and scientific and other instruments;
- 4.3 to provide for the pupils all necessary and proper board, lodging, medicine and clothing, and medical and surgical attendance, appliances, nursing and comfort;

- 4.4 to provide grounds for cricket, lawn tennis, hockey, and other sports, gymnasiums, swimming baths, and all indoor and outdoor sports and recreations, and the appliances to be used therewith;
- 4.5 to promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays and classes;
- 4.6 to promote, encourage, carry out or commission research, surveys, studies or other work publishing the useful results;
- 4.7 to promote or carry out research;
- 4.8 to provide advice;
- 4.9 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.10 to advertise in such manner as may be thought expedient;
- 4.11 to co-operate with other bodies;
- 4.12 to support, administer or set up other charities;
- 4.13 to establish charitable trusts for any particular purposes of the Company, to act as trustees of such special charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its Objects;
- 4.14 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.15 to receive and administer bequests and donations;
- 4.16 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is an integral part of managing the Company's debt, and not a purely speculative transaction;
- 4.17 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.18 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

- 4.19 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.20 to encourage the pupils of any school run by the Company by the presentation of prizes, rewards, scholarships and donations;
- 4.21 to draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments;
- 4.22 to set aside funds for special purposes or as reserves against future expenditure;
- 4.23 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Company shall have power to retain any investments donated to it;
- 4.24 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.24.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.24.2 timely reports of all transactions are provided to the Trustees;
 - 4.24.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.24.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.24.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.24.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 4.24.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.25 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.26 to enter into any derivative arrangement in connection with any investment provided that such an arrangement is:
 - 4.26.1 ancillary to the investment;

4.26.2 entered into in order to manage risk associated with the investment and/or transaction costs associated with the investment; and

4.26.3 is not a purely speculative transaction;

- 4.27 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.28 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.29 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 4.30 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.31 to enter into contracts to provide services to or on behalf of other bodies;
- 4.32 to establish, hold shares in, or acquire subsidiary companies;
- 4.33 to pay the costs of forming the Company;
- 4.34 to sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures or securities of any other company; and
- 4.35 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects, and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise however by way of profit to any Member, and no Member, and no Trustee shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or benefit in money or money's worth from the Company. Provided that:

- 5.1.1 Members who are not Trustees may enter into contracts with the Company and receive reasonable payment for goods or services supplied; and

- subject to compliance with Article 5.4:

- 5.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable and proper rate per annum not exceeding two percent less than the base rate of a clearing bank to be selected by the Council for the time being on money lent to the Company;

- 5.1.3 Members, Trustees and Connected Persons may be paid a reasonable and proper rent or hiring fee for property let or hired to the Company; and
 - 5.1.4 Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
- 5.2.1 as mentioned in Articles 4.29, 5.1.2, 5.1.3, 5.1.4, or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance where required and subject, where required by the Act, to the approval or affirmation of the Members).
- 5.3 No Trustee, or Connected Person, may be employed by the Company except in accordance with Article 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Company (stating the maximum to be paid), to supply services in return for a payment or other material benefit but only if:
- 5.3.1 the services are actually required by the Company, and the Trustees decide that it is in the best interests of the Company to enter into such a contract;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4; and
 - 5.3.3 no more than a minority of the Trustees are subject to such a contract in financial year.
- 5.4 Subject to Article 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

- 5.4.3 not be counted in the quorum for that part of the meeting; and
- 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 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 Company 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:
 - 5.5.1 to continue to participate in discussions leading to the making of a decision, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.5.2 to disclose information confidential to the Company to a third party; or
 - 5.5.3 to 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, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Company if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Company.
- 5.7 For any transaction or arrangement authorised under Articles 4.29, 5.1.2 to 5.1.4, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Article 5.4 have been followed.

6 **SHARES**

6.1 **Shares and Liability of Members**

- 6.1.1 The authorised share capital of the Company at the date of adoption of these Articles is £1,151.00 divided into 1,151 ordinary shares of £1.00 each.
- 6.1.2 The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.
- 6.1.3 No share is to be issued for less than the aggregate of its nominal value.
- 6.1.4 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

6.2 **Share Certificates**

6.2.1 The Company must issue each Member, free of charge, with one or more certificates in respect of the shares that the Member holds.

6.2.2 If a certificate issued in respect of a Member's shares is damaged or defaced, or lost stolen or destroyed then that Member is entitled to be issued with a replacement share certificate on the payment of a reasonable fee as the Council decides.

6.3 **Allotment Of Shares**

6.3.1 In accordance with section 567 of the Act, sections 561 and 562 of the said Act are excluded.

6.3.2 No shares may be allotted to any person who is not a Trustee.

6.4 **Transfer of Shares**

6.4.1 If a Member who is a Trustee ceases to be a Trustee, he is required on ceasing to be a Trustee to transfer his entire shareholding to the Trustee who takes over his role in the Company as advised to him by the Council, or to another Trustee of the Company as directed by the Council, for nil consideration.

6.4.2 In the event of the death of a Member, his legal personal representative or representatives, or in the event of the bankruptcy of a Member, his trustee in bankruptcy is required to transfer the entire shareholding held by that Member to a Trustee of the Company as directed by the Council, for nil consideration.

6.4.3 In the event that a Member that holds twenty five or fewer shares refuses or neglects to attend at least two consecutive AGM's the Council may by giving notice to that Member require the Member to transfer his entire shareholding to a Trustee of the Company as directed by the Council, for nil consideration.

6.4.4 A Member may only transfer their shares in the company to a Trustee of the Company for nil consideration, no other transfers are permitted.

6.4.5 If a Member (or his personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer shares in accordance with this Article, one of the Trustees, duly nominated for that purpose by a resolution of the Council, may be appointed the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of

his share(s) to the person or persons whom the same ought to be transferred under these Articles, and the Company may enter the name of the transferee of the said share(s) in the register of Members as the holder of the said share(s).

6.4.6 The Council must refuse to register any transfer of shares made in contravention of any or all of the provisions of this Article 6.4, and the Council may at their discretion refuse to register the transfer of any other shares, and if they do so, the instrument of transfer must be returned to the transferee with a notice of refusal.

7 GENERAL MEETINGS OF MEMBERS

7.1 General Meetings

7.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Company if the request is issued in accordance with the Act.

7.1.2 Any corporate organisation that is a Member of the Company may nominate any person to act as its duly authorised representative at any meeting of the Company by resolution of its directors or other governing body.

7.1.3 Any unincorporated organisation that is a Member of the Company may nominate any person to act as its duly authorised representative at any meeting of the Company, provided that:

- (A) the organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company;
- (B) any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation;
- (C) the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the

name of the unincorporated organisation which they represent noted next to them.

7.2 Notice

- 7.2.1 Subject to Article 7.2.27.2.2, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.
- 7.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 7.2.3 Notice of general meetings should be given to every Member and Trustee, and to the Company's auditors.
- 7.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

7.3 Quorum

- 7.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least six.
- 7.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine. If at the adjourned meeting a quorum is not present within half an hour from the time of the appointed meeting the meeting shall be dissolved.

7.4 Chairperson of the Meeting

- 7.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so), the vice-chairperson of the Council if there is one, or (if the vice-chairperson is unable or unwilling to do so) some other Trustee elected by the Members presides at a general meeting.
- 7.4.2 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the

Members present and entitled to vote shall choose one of their number to be chairperson. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chairperson.

7.5 Adjournment

The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

7.6 Voting General

7.6.1 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the is himself a Member entitled to vote, shall have one vote.

7.6.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

7.6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

7.7 **Poll Voting**

7.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (A) by the chairperson; or
- (B) by at least five Members having the right to vote at the meeting; or
- (C) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

7.7.2 Section 284(3)(a) of the Act is to be excluded where a decision of the Members is to be taken by a poll, and each Member shall have one vote irrespective of the number of shares held by that Member.

7.7.3 Unless a poll is duly demanded a declaration by the chairperson 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 of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

7.7.4 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

7.7.5 A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.7.6 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than thirty days after the poll is

demand. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 7.7.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

7.8 **Proxy Voting**

- 7.8.1 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

- 7.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:

- (A) state the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
- (B) identify the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;
- (C) be executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
- (D) be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

- 7.8.3 The appointment of 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 Trustees may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned

meeting at which the person named in the instrument proposes to vote; or

(B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the Company in relation to the meeting, or

(iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

(C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or

(D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

7.8.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll

taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 7.8.5 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

7.9 **Written Resolutions**

Subject to the provisions of the Act:

- 7.9.1 If a decision of the Members is to be taken by written resolution, each Member shall have one vote irrespective of the number of shares held by that Member.
- 7.9.2 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 7.9.3 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 7.9.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 7.9.5 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 7.9.6 A Member indicates his or her agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (A) by the Member's signature if the document is in Hard Copy Form; or
 - (B) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Company, accompanied by a statement of the Member's identity which the Company has no reason to doubt, if the document is in Electronic Form.

7.9.7 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

7.10 **AGMs**

7.10.1 The Company must hold an AGM in every year which all Members are entitled to attend.

7.10.2 At an AGM the Members:

- (A) receive the accounts of the Company for the previous financial year;
- (B) receive the Trustees' report on the Company's activities since the previous AGM;
- (C) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (D) elect persons to be Trustees to fill vacancies arising;
- (E) appoint independent examiners or auditors for the Company; and
- (F) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

7.11 **EGMs**

Any general meeting which is not an AGM is an EGM.

8 **THE COUNCIL**

8.1 The Trustees as Charity Trustees have control of the Company and its property and funds, and shall collectively be termed the Council of the Company.

8.2 Trustees shall be appointed by the Members at such time and for such period as the Members shall see fit and shall hold at least one share in the Company. However a Trustee may act before acquiring his or her share.

8.3 The Council when complete shall consist of at least six but shall not exceed twenty Trustees.

8.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Company before he or she is eligible to vote at any meeting of the Trustees.

- 8.5 One-third (or the number nearest one-third) of the Trustees must retire at each AGM those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 8.6 Subject to Article 8.7, a retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.
- 8.7 The Trustees may extend the period for which a Trustee may serve under Article 8.6 if they consider it in the best interests of the Charity.
- 8.8 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless:
- 8.8.1 he or she is recommended by the Trustees; or
 - 8.8.2 not less than twenty nor more than forty Clear Days before the date appointed for the meeting notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would if he or she were so appointed or re-appointed be required to be included in the Company's register of Trustees together with a notice executed by that person of his or her willingness to be appointed or re-appointed.
- 8.9 A Trustee's term of office automatically terminates if:
- 8.9.1 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 8.9.2 he or she is disqualified under the Company Directors Disqualification Act 1986 from acting as a director;
 - 8.9.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors;
 - 8.9.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 8.9.5 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;

- 8.9.6 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 8.9.7 he or she is requested in writing by all the Trustees to resign and fails to do so within one week from the date of such a request; or
 - 8.9.8 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 8.10 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 8.2) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 8.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9 PROCEEDINGS OF TRUSTEES

- 9.1 The Trustees must hold at least one meeting each year.
- 9.2 A quorum at a meeting of the Council is as fixed by the Council, and unless otherwise fixed shall be six.
- 9.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 9.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.6 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 9.7 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and a Trustee must comply with the requirements of Article 5.

- 9.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Company:

- 10.1 to appoint (and remove) a Chairperson or vice-chairperson if they choose one from among their number;
- 10.2 to appoint (and remove) Secretary, treasurer and other honorary officers from on such terms as they shall think fit;
- 10.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees); and no expenditure shall be incurred on behalf of the Company by any committee without prior authority of the Council.
- 10.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 10.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 10.6 to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 10.7 to establish procedures to assist the resolution of disputes within the Company; and
- 10.8 to exercise any powers of the Company which are not reserved to the Members.

11 RECORDS & ACCOUNTS

- 11.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 11.1.1 annual reports;
- 11.1.2 annual returns; and
- 11.1.3 annual statements of account.
- 11.2 The Trustees must keep records of:
- 11.2.1 all proceedings at general meetings;

- 11.2.2 all proceedings at meetings of the Trustees;
 - 11.2.3 all reports of committees; and
 - 11.2.4 all professional advice obtained.
- 11.3 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 11.4 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

12 **MEANS OF COMMUNICATION TO BE USED**

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 12.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Company) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 12.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 12.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 12.4 The Company may deliver a Document to a Member:
- 12.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 12.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 12.4.3 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing; or
 - 12.4.4 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 12.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 12.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 12.6.1 forty eight hours after it was posted, if first class post was used; or
- 12.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 12.6.3 properly addressed; and
- 12.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 12.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.
- 12.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Company), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 12.9 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 12.10 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 12.11 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

13 EXCLUSION OF MODEL ARTICLES

The model articles of association prescribed by The Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

14 INDEMNITY

14.1 The Company shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.

14.2 In this Article a "Trustee" means any Trustee or former Trustee of the Company.

14.3 The Company may indemnify an auditor against any liability incurred by him or her:

14.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

14.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

15 DISSOLUTION

15.1 If upon the winding up or dissolution of the Company there remains after 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 as such but shall be given or transferred to some other charitable society, institution or organisations having objects similar to those of the Company and which shall be established for charitable purposes only 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 Company by Article 5 hereof such society, institution or organisation 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 the aforesaid provision then to some other charitable object.

16 CHARITY COMMISSION CONSENTS

None of the provisions contained in Articles 3 (Objects), 5 (Benefits and Conflicts for Members and Trustees), 6 (Shares and Liabilities of Members), 15 (Dissolution) and this Article 16 may be altered without the prior written consent of the Commission.

17 **INTERPRETATION**

17.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

17.2 In these Articles:

"Act" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Company;

"Address" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

"AGM" means an annual general meeting of the Company;

"these Articles" means these articles of association;

"Chairperson" means the person elected under Article 10.1 to chair Trustees' meetings and other meetings as laid out in these Articles;

"Charities Act" means the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;

"Charity Trustee" has the meaning prescribed by section 177 of the Charities Act 2011;

"Circulation Date" subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

"Clear Day" means 24 hours from midnight following the relevant event;

"the Commission" means the Charity Commission for England and Wales or any body which replaces it;

"Company" means the company governed by these Articles;

"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 stands to receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

"Connected Person" means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;

"Council" means the board of Trustees;

"EGM" means an extraordinary general meeting of the Company;

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for his or her agreement on the Circulation Date of the resolution;

"executed" includes any mode of execution;

"Financial Expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"firm" includes Limited Liability Partnership;

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006;

"Member" and **"Membership"** in relation to shares means the person whose name is entered in the register of Members of the Company as holder of the shares;

"Memorandum" means the Company's memorandum of association;

"month" means calendar month;

"Objects" means the Objects of the Company as defined in Article 3;

"Secretary" means the Secretary of the Company;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Trustee" means a director of the Company and **"Trustees"** means the directors;

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and

"year" means calendar year.

17.3 Expressions not otherwise defined which are defined in the Act have the same meaning.

17.4 The singular includes the plural and vice versa.