

Articles of Association

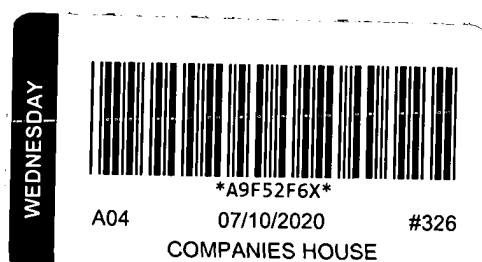
Westonbirt Schools Limited

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not having a Share Capital

As adopted by a Special Resolution passed on 6th October 2020

Incorporated on 4 May 1928



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Westonbirt Schools Limited

Articles of Association

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not having a Share Capital

	Name
Name	1 The name of the company is "WESTONBIRT SCHOOLS LIMITED" (the " Company ").
	Registered Office
Registered Office	2 The Registered Office of the Company will be situate in England.
	Objects
Objects	3 The objects (" Objects ") for which the Company is established are to advance education for the public benefit by: 3.1 The provision of bursaries, scholarships or grants for boys or girls attending Westonbirt School or any other School in England or Wales which shall provide education in accordance with the Protestant principles of the Church of England. 3.2 The support of the provision of education in accordance with the aforesaid principles at Schools, Colleges or Universities in England and Wales.
	Powers
	4 For the purpose of attaining and furthering the Objects but not further or otherwise the Company shall have the powers set out in the Appendix to these Articles which are hereby incorporated and form part of these Articles.
	Income and Property
Income and property and Benefits to Members	5 The income and property of the Company must be applied solely towards the promotion of the Objects and no part thereof may be paid, transferred or applied by way of Benefit to any Member or Trustee (or any Connected Person) provided that the Company may make payment in good faith of: 5.1 the following Benefits to Members: 5.1.1 a Member may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied; 5.1.2 a Member may be paid interest at a reasonable rate on money lent to the Company; 5.1.3 a Member may be paid a reasonable rent or hiring fee

**General Benefits to
Trustees**

for property let or hired to the Company;

5.1.4 a Member may receive any Benefit in their capacity as a beneficiary of the Company; and

5.1.5 another charity of which a Member is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.

5.2 the following Benefits to Trustees without further authorisation by the Trustees:

5.2.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Company;

5.2.3 an indemnity in accordance with the Articles;

5.2.4 payment to any company in which a Trustee has no more than a two per cent shareholding; and

5.2.5 other payments or Benefits permitted by law or with the prior consent of the Charity Commission.

**Specific benefits to
Trustees**

5.3 the following Benefits to Trustees provided that the Trustee has complied with Article 84 concerning declarations of interests and that the Trustees have authorised the Benefit in accordance with Articles 87 to 91:

5.3.1 interest at a reasonable rate on money lent to the Company;

5.3.2 a reasonable rent or hiring fee for property let or hired to the Company;

5.3.3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Company, including:

- (a) the provision of education to any Pupil who is connected to a Trustee on the same terms as any other Pupil who is not so connected; and
- (b) any payment or remission under a scholarship, exhibition, bursary, grant, prize or assisted place awarded to any Pupil who is connected to a Trustee provided that the award is based upon a competitive examination or some other objective assessment of merit and/or financial resources;

5.3.4 any Benefit which is in furtherance of the Objects to

		another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee; and
		5.3.5 in respect of the provision of goods or services in accordance with Article 6.
Contracts for goods or services with Trustees	6	<p>Any Trustee may enter into a written contract with the Company to supply goods or services to the Company in return for a Benefit but only if:</p> <p>6.1 the goods or services are actually required by the Company;</p> <p>6.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;</p> <p>6.3 the Trustee has declared his or interest in accordance with the Article 84 and the Trustees have authorised the conflicts of interest under Article 87 to 91;</p> <p>6.4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article applies to a person who is connected to that Trustee);</p> <p>6.5 the services supplied are not services supplied by the Trustee in his capacity as a Trustee; and</p> <p>6.6 the services supplied are not services supplied by the Trustee under a contract of employment.</p>
Subsidiary Companies	7	A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 5.1 for a Member or Articles 5 or 6 for Trustees (all of which apply as if references to the Company were references to the Subsidiary Company and references to these Articles were to the memorandum and articles of the Subsidiary Company).
Meaning of Member and Trustee	8	In Articles 5 to 7, references to a Trustee include references to any Connected Person to that Trustee.
Liability of Members		
Limited Liability	9	The liability of the Members is limited.
Contribution on winding up	10	Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member, and one of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves such amount as may be required, but not exceeding One Pound.

Members

- Becoming a Member**
- 11 There shall be admitted to membership any person who:
- 11.1 has been nominated for membership by the Society; and
 - 11.2 makes a written application for membership consenting to accept the membership and to be bound by these Articles of Association and any written agreement between the Company and the Society.

- Number of Members**
- 12 The number of Members shall not be less than one, and not more than ten.

- Ceasing to be a Member**
- 13 As to a person ceasing to be a Member:
- 13.1 A Member may at any time resign his membership of the Company by written notice to the Company. The Company shall promptly send a copy of all such notices to the Society.
 - 13.2 Membership shall not be transferable.
 - 13.3 The Society may remove a Member with immediate effect by written notice to the Company.

General Meetings

- General Meetings**
- 14 General meetings shall be convened and held in accordance with the provisions in Articles 15 to 26 inclusive.

- Optional AGM**
- 15 The Company may, but need not, hold an AGM.

- General Meetings**
- 16 A General Meeting:
- 16.1 may be convened whenever the Board of Trustees see fit; or
 - 16.2 shall be convened by the Board of Trustees if Members holding not less than one-tenth of the total voting rights of all Members make a requisition in hard copy or in electronic form pursuant to the provisions of the Companies Acts which must be left at or sent to the Office, stating the object of the proposed meeting; or
 - 16.3 may be convened by the requisitioners if the Board of Trustees has not within 21 days from receipt of a requisition given notice to convene the meeting.

Notice of General Meetings

- Notice of General Meetings**
- 17 As to notice of General Meetings:
- 17.1 all General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at a meeting of the Members being a majority together

	holding not less than 90% of the total voting rights;
	17.2 the notice shall specify the time, the date and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such;
	17.3 the notice shall be given to all the Members and to the auditors;
	17.4 the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting; and
	17.5 a Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
Further provisions on notices	18 See Articles 77 to 82 below for further provisions relating to sending notices and documents.
Proceedings at General Meetings	
Quorum for General Meetings	19 As to quorum requirements for General Meetings:
	19.1 Two Members being present in person or by proxy shall constitute a quorum;
	19.2 a Member shall not be counted in the quorum on any matter on which he is not entitled to vote;
	19.3 no business shall be transacted at any meeting unless a quorum is present; and
	19.4 if a quorum is not present within 30 minutes from the time appointed for a meeting to start:
	19.4.1 a meeting convened on the requisition of the Members shall be dissolved; or
	19.4.2 any other meeting shall be adjourned to such other time date and place not less than seven days and not more than 28 days thence as the chairman shall appoint; or
	19.4.3 if the adjourned meeting is inquorate 30 minutes after the time appointed for it to start, the Members present shall constitute a quorum.
Majority to pass a resolution	20 Resolutions, other than special resolutions, put to the vote at a meeting shall be decided on simple majority and special resolutions shall be decided on a majority of at least 75% of those present and entitled to vote.
Conclusive evidence of proceedings	21 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 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.

Votes of Members at General Meetings

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| Proxies | 22 | A Member may appoint another Member as his proxy to exercise all or any of his rights and to speak and vote at General Meetings of the Company. |
| Every Member shall have one vote | 23 | A resolution put to the vote at a meeting shall be decided on a show of hands and on a show of hands every Member present in person or by proxy shall have one vote. |
| Chairman's casting vote | 24 | In the case of an equality of votes at a meeting the chairman of a General Meeting shall be entitled to a casting vote in addition to any other vote he may have, but for the avoidance of doubt the chairman shall not have a casting vote in the case of a written resolution of the Members. |

Chairman of a General Meeting

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| Chairman of a General Meeting | 25 | The chairman of a General Meeting shall be a Member chosen by the Members present to chair the meeting. |
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Adjournment of a General Meeting

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| Adjournment of a General Meeting | 26 | <p>The procedures for adjournment of a General Meeting are:</p> <p>26.1 the chairman of a meeting may, with the consent of the meeting, or when so directed by a quorate meeting, adjourn the meeting to such other time and place within the next 14 days as the chairman thinks fit;</p> <p>26.2 no business shall be transacted at an adjourned meeting except business which could have been transacted if that meeting had taken place; and</p> <p>26.3 if a meeting is adjourned for seven days or more, notice of the adjourned meeting shall be given specifying the time and place. Otherwise it shall not be necessary to give any such notice.</p> |
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Written resolutions of Members

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| Written resolutions of Members | 27 | The Company may pass a resolution in writing provided the requisite number of Members have consented to the resolution. Such a resolution will be effective as if it was passed at a General Meeting duly convened and held where the Members would have been entitled to vote upon it. |
| Ordinary and special resolutions | 28 | <p>The requisite number of Members to pass a resolution is:</p> <p>28.1 in the case of an ordinary resolution, a simple majority of the total voting rights of Members; and</p> <p>28.2 in the case of a special resolution, a majority of not less than</p> |

		75% of the total voting rights of Members.
Circulation and form of written resolutions	29	<p>As to the circulation of written resolutions:</p> <p>29.1 the Company must send a copy of the resolution to every Member in hard copy form or in electronic form in accordance with Articles 77 to 82. The resolution may consist of several documents in like form, each authenticated on behalf of the Company. A special resolution must state that it is a special resolution;</p> <p>29.2 a copy of the written resolution must be provided with a statement informing the Member:</p> <p>29.2.1 how to consent to the resolution; and</p> <p>29.2.2 the date by which the resolution must be passed so that it does not lapse (in accordance with Article 30).</p>
Agreement to written resolution	30	A proposed written resolution will lapse if it is not passed before the deadline set out in the statement accompanying the written resolution and in the absence of such statement shall lapse 56 days after the circulation date.
	31	<p>A Member has agreed to a written resolution where the Secretary receives from him in hard copy or electronic form (or from someone acting on his behalf) an authenticated document that:</p> <p>31.1 identifies the resolution to which it relates; and</p> <p>31.2 indicates the Member's agreement to the resolution.</p>
	32	Once the Member's agreement to the resolution has been obtained, it cannot be revoked.
Appointment of Trustees		
Number of Trustees	33	The number of Trustees shall be not less than three and not more than seven.
Appointment of New Trustees	34	<p>New Trustees shall be appointed by the Society as follows:</p> <p>34.1 where appropriate and practicable the Society shall consult with the Chairman or other Trustee nominated specifically for the purpose prior to making an appointment and shall consider any particular needs of the Company as regards the skills, gender, age and other relevant Trustee selection criteria;</p> <p>34.2 subject to Articles 34.1, the Society shall send notice in writing to the Company which includes details of the individual to be appointed as a Trustee. The Company shall take such action as is required pursuant to Article 38 prior to giving effect to the Society's appointment;</p> <p>34.3 the Secretary shall, at least eight weeks before the date of the expiry of the term of office of a Trustee, give notice in hard</p>

		copy or electronic form of the expiry of that term to the Society;
	34.4	for the avoidance of doubt, a Trustee shall act as such in his own right and not as the delegate of the Society and shall act in the way that he decides in good faith would be most likely to achieve the charitable objects of the Company.
Trustees Term of Office	35	Subject to Articles 41 and 51, each Trustee shall hold office for a term of three years.
	36	Any person retiring as a Trustee is eligible for re-appointment.
Trustees' reserve power to appoint new Trustees	37	If the number of Trustees shall fall below three and the Society shall fail for any reason within a period of three months thereafter to appoint sufficient new Trustees to bring the number of Trustees to at least three, the Trustees for the time being may appoint sufficient new Trustees to bring the number of Trustees to three. Subject to Article 41, any Trustee so appointed shall hold office for a term of three years.
Pre-condition to taking office as a Trustee	38	Every person wishing to become a Trustee may be required to sign a declaration of acceptance and of willingness to act as a Trustee in the form prescribed by the Board of Trustees from time to time, and shall make disclosures for the purposes of checks and regulations that apply in relation to the safeguarding and protection of children.
Rights of a Trustee	39	Each new Trustee shall become entitled to the rights of being a Trustee, including, but not limited to, the right to such information and advice with regard to the activities of the Company as Trustees may lawfully and reasonably be able to supply or procure.

Qualifications and disqualification of Trustees

Qualification to be a Trustee	40	No person shall take office as a Trustee:
	40.1	unless he is a natural person, and not a body corporate;
	40.2	unless he is aged 18 or over;
	40.3	if he is employed by the Company;
	40.4	in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Articles 41 or 51 to 53;
		but a person may be a Trustee notwithstanding that he is in receipt of a Benefit granted in accordance with the provisions of these Articles.
Disqualification of Trustees	41	A person shall be disqualified from holding or continuing to hold office as a Trustee if:
	41.1	he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs; or
	41.2	he has been adjudged bankrupt or sequestration of his estate has been awarded and (in either case) he has not been discharged or

		the bankruptcy order has not been annulled or rescinded; or
	41.3	he has made a composition or arrangement with, or granted a trust deed for, his creditors and has not been discharged in respect of it; or
	41.4	at any time when he is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under a county court administration order) or if he ceases to be a Trustee by virtue of any provision in the Companies Acts; or
	41.5	he is disqualified from acting as a trustee or director by virtue of sections 178 and 179 of the Charities Act; or
	41.6	he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or
	41.7	in any other circumstance considered by the Board of Trustees to be material he is disqualified in accordance with Rules made for the purpose.
Notices to the Secretary	42	Where, by virtue of these Articles a person becomes disqualified from holding, or from continuing to hold, office as a Trustee; and he is, or is proposed, to become such a Trustee, he shall upon becoming so disqualified give notice in hard copy or electronic form of that fact to the Secretary.
Members of any Committee	43	Articles 40 to 42 also apply to any member of any committee of the Trustees who is not a Trustee.
Powers of Trustees		
Trustees' powers	44	General provisions concerning Trustees' powers are:
	44.1	subject to the provisions of the Companies Acts, the Charities Acts, these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Trustees who may exercise all the powers of the Company;
	44.2	no alteration of these Articles and no such direction shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given;
	44.3	the powers given by this Article shall not be limited by any special power given to the Board of Trustees by these Articles; and
	44.4	a duly convened meeting of Trustees at which a quorum is

present may exercise all powers exercisable by the Board of Trustees.

Rules

Rules to be made by the Board of Trustees

- 45 The Board of Trustees may from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and its affairs, but consistent always with the terms of the Memorandum and these Articles.
- 46 A copy of all Rules currently in force from time to time shall be kept with the minutes book of the Company and shall be published in such manner as the Board of Trustees consider appropriate having regard to the subject matter of the Rules.

Delegation of Trustees' powers

Attorneys and agents

- 47 The Board of Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Committees

- 48 In relation to committees established by the Board of Trustees:
- 48.1 the Board of Trustees may establish any committee to exercise, subject to these Articles, powers and functions of the Board of Trustees. The constitution, membership and proceedings of any committee of the Board of Trustees shall be determined by the Board of Trustees. The Board of Trustees shall indicate in hard copy or in electronic form to such a committee the extent and nature of the powers so delegated;
- 48.2 the establishment, terms of reference, constitution and membership of any committee of the Board of Trustees shall be reviewed at least once in every 15 months;
- 48.3 the membership of any committee of the Board of Trustees may include persons who are not Trustees provided that in the case of a committee whose decisions are binding on the Board of Trustees, a majority of members of any such committee shall be Trustees. The chairman of each committee shall be a Trustee. The Board of Trustees may determine that some or all of the members of a committee who are not Trustees shall be entitled to vote in any proceedings of the committee. In the case of a committee whose decisions are binding on the Board of Trustees no vote on any matter shall be taken at a meeting of a committee of the Board of Trustees unless the majority of members of the committee present are Trustees;
- 48.4 the quorum for any meeting of a committee shall be determined by the Board of Trustees from time to time and in default shall be half the total number of the members on the committee;
- 48.5 for the avoidance of doubt, the Board of Trustees may delegate all financial and other matters, between meetings of Trustees, to

a committee, including authority:

- 48.5.1 to resolve upon the operation of any bank account according to such mandate as it shall think fit;
- 48.5.2 to preserve the assets of the Company, the maintenance of the School as a going concern and take other urgent actions as such committee considers necessary or desirable; and
- 48.5.3 implement the policies adopted by the Board of Trustees;
- 48.6 such committees shall conform to any Rules made by the Board of Trustees;
- 48.7 all delegations of powers to any committee shall be revocable by the Board of Trustees at any time;
- 48.8 unless the terms of the delegation to a committee are to the contrary, a committee may delegate any of its powers or the implementation of any of its resolutions to any sub-committee and the provisions of these Articles shall apply to such sub-committee as they apply to any committee with all such changes as the context may require; and
- 48.9 the meetings and proceedings of any such committee shall otherwise be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable unless superseded by any subsequent decisions of or Rules made by the Board of Trustees.

Retirement and removal of Trustees

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| Retirement of Trustees | 49 | Subject to Articles 41 and 51, each Trustee shall retire at the end of his or her term of office and, subject to remaining eligible to be a Trustee, a retiring Trustee shall be eligible for re-appointment. |
| Removal of any Trustee | 50 | In accordance with the Companies Acts upon giving of special notice of 28 clear days the Company may by passing an ordinary resolution (and complying with the procedures set out in sections 168 and 169 of the Companies Act 2006) remove any Trustee before the end of his period of office notwithstanding anything in these Articles or any agreement between the Company and the Trustee to the contrary. |
| Ceasing to be a Trustee | 51 | <p>The office of a Trustee, shall be vacated if:</p> <ul style="list-style-type: none">51.1 he dies; or51.2 any event or circumstance occurs which would disqualify him from being appointed a Trustee on the terms of Article 41; or51.3 he resigns his office by notice to the Company (but only if at least seven Trustees will remain in office when the notice of |

	resignation is to take effect); or
	51.4 he shall for more than three consecutive meetings have been absent without permission of the Board of Trustees from meetings of Trustees and the Board of Trustees resolve that his office be vacated; or
	51.5 he shall in the opinion of the Board of Trustees be unable properly to fulfil his duties as a Trustee by reason of illness, disability or infirmity and the Board of Trustees resolve that his office be vacated; or
	51.6 he is removed from office by ordinary resolution of the Company in accordance with Article 50; or
	51.7 he fails to declare the nature of any direct or indirect interest in Company business as required by the Companies Acts or these Articles and the Board of Trustees determine that his office be vacated; or
	51.8 he ceases to hold office by virtue of any provision of the Companies Acts; or
	51.9 at any time his name is included in any list of persons considered to be unsuitable to have access to children, young persons or vulnerable adults and the Board of Trustees resolve that his office be vacated.
	52 In exercising the right to remove a Trustee in accordance with Article 51.9, the Board of Trustees shall take suitable legal advice and have regard to any relevant statutory guidance issued from time to time.
Obligation or liability incurred by a person ceasing to be a Trustee	53 The removal of a Trustee shall be without prejudice to and shall not affect any obligation or liability incurred by him or to which he was subject prior to his removal.
Notice to the Secretary	54 Where a Trustee resigns his office or is removed from office, the Trustee or, where he is removed from office, those removing him, shall give notice thereof to the Secretary in hard copy or in electronic form.
Proceedings of Trustees	
	55 Subject to the provision of the Articles, the Board of Trustees may regulate their proceedings as they think fit.
Number of Trustees at Trustees' Meetings	56 As regards the number of Trustees at Trustees' meetings:
	56.1 the quorum for a meeting of the Board of Trustees, and any vote on any matter at such a meeting, shall be one half of the total number of Trustees rounded up to a whole number (but less the number of Trustees who may have a conflict of interest in any matter);
	56.2 the Trustees may act notwithstanding any vacancy in their number but if there are fewer than three Trustees, they may act

		as the Board of Trustees only to:
		56.2.1 liaise with the Society regarding the appointment of new Trustees or where appropriate exercise the reserve power conferred on them by Article 37; Trustees; or
		56.2.2 convene a general meeting and propose resolutions to be considered at such a meeting; or
		56.2.3 pending the appointment of additional Trustees, act to preserve the assets of the Company or take other urgent action.
Holding of Trustees' Meetings	57	As to the holding of meetings of Trustees: 57.1 the Trustees shall hold at least one meeting in each year; 57.2 meetings of the Board of Trustees shall be convened by the Secretary; 57.3 in exercising his functions under this Article the Secretary shall comply with any direction: 57.3.1 given by the Board of Trustees; or 57.3.2 given by the Chairman of the Board of Trustees so far as such direction is not inconsistent with any such direction given by the Board of Trustees; and 57.4 any two Trustees or the Chairman may, by notice in hard copy or in electronic form given to the Secretary, requisition a meeting of the Board of Trustees and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.
Notice of Meetings of the Board of Trustees	58	As to notice of meetings of the Board of Trustees: 58.1 each Trustee shall be given, at least seven days before the date of a meeting: 58.1.1 notice in hard copy or in electronic form of the meeting; and 58.1.2 a copy of the agenda for the meeting together with, so far as is practicable, copies of relevant papers for consideration as envisaged in such agenda, provided that where the Chairman so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the notice of a meeting in hard copy or in electronic form, or the copies of the agenda or of the relevant papers are given within such shorter period as the Chairman directs, 58.2 the convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any Trustee not

		having received notice of the meeting in hard copy or in electronic form or a copy of the agenda.
Sending notices of Meetings and other documents to Trustees	59	See Articles 77 to 82 below for further provisions relating to sending notices and documents.
Persons who are not Trustees may attend	60	The Board of Trustees may invite persons who are not Trustees (including but not limited to a member of a committee, any professional adviser and any experts of any kind, including any person who may be disqualified from being a Trustee under these Articles) to attend the whole or part of any meeting for purposes connected with such meeting.
Voting at a Meeting of the Board of Trustees	61	<p>As to voting at a meeting of the Board of Trustees:</p> <p>61.1 subject to these Articles, every question to be decided at a meeting of the Board of Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question;</p> <p>61.2 where there is an equal division of votes the chairman of the meeting shall have a second or casting vote.</p>
Defect in the appointment of any Trustee	62	All acts done by a meeting of the Board of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were 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 Trustee and had been entitled to vote.
Written resolutions of the Board of Trustees	63	<p>A resolution in writing shall be deemed valid and effectual as if it had been passed at a duly convened and held meeting of the Board of Trustees or (as the case may be) of a committee of the Board of Trustees provided that:</p> <p>63.1 in the case of the Board of Trustees, it is sent to all the Trustees entitled to receive notice of a meeting of the Board of Trustees and 75% of them have signified their agreement thereto; or</p> <p>63.2 in the case of a committee of the Board of Trustees, it is sent to all members of the committee who are entitled to vote and 75% of them have signified their agreement thereto.</p>
	64	<p>A Trustee has agreed to a written resolution where the Secretary receives from him in hard copy or electronic form (or from someone acting on his behalf) an authenticated document that:</p> <p>64.1 identifies the resolution to which it relates; and</p> <p>64.2 indicates the Trustee's agreement to the resolution.</p>
Reconvening a Meeting of the Board of Trustees	65	<p>As to the reconvening of a meeting of Trustees:</p> <p>65.1 a meeting of the Board of Trustees shall be terminated forthwith if:</p>

	<p>65.1.1 the Trustees so resolve; or</p> <p>65.1.2 the number of Trustees present ceases to constitute a quorum for a meeting of the Board of Trustees in accordance with Article 56;</p> <p>65.2 where a meeting is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable unless the Board of Trustees otherwise decide; and</p> <p>65.3 where the Trustees accordingly resolve to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly unless the Board of Trustees otherwise determine.</p>
Telephone or other communication equipment	<p>66 Any one or more Trustees may participate and vote at meetings of the Board of Trustees by means of any conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other. Any Trustee so participating in a meeting shall be deemed to be present in person and shall count towards the quorum.</p>
	<p>Chairman</p>
Chairman of the Board of Trustees	<p>67 As to the Chairman of the Board of Trustees:</p> <p>67.1 the Chairman shall be the person appointed by a majority by the Trustees to serve as Chairman;</p> <p>67.2 the Chairman shall ordinarily hold office for a term of three years and subject to Article 68 shall be eligible for re-appointment;</p> <p>67.3 the Chairman may be removed as Chairman by the Board of Trustees at any time by a majority of the Trustees;</p> <p>67.4 the Chairman shall have all the powers and responsibilities of the Chairman as set out in these Articles, including the right (unless disqualified by reason of a personal interest) to chair each meeting of the Board of Trustees.</p>
Terms of office for the Chairman	<p>68 An individual who has held office as Chairman for three continuous periods of office shall only be eligible for re-appointment to that office if the Board of Trustees resolves by a unanimous vote of those present and voting that the individual be re-appointed for a further term. The same procedure shall apply with respect to each successive appointment.</p> <p>69 Article 68 shall not apply to an individual who has ceased to be the Chairman respectively for a continuous period of 12 months.</p>

- 70 The Chairman may at any time resign his office by giving notice in hard copy or in electronic form to the Secretary. The Chairman shall cease to hold office if:
- 70.1 he ceases to be a Trustee; or
 - 70.2 he is removed from office in accordance with these Articles
- 71 As to the chairman of a meeting of the Board of Trustees where the Chairman is absent, is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.

Religious Principles

Religion

- 72 In all schools for the time being owned by the Company, notwithstanding that the schools and all their benefits (including scholarships, exhibitions and other awards) shall be open to children of all creeds:-
- 72.1 Instruction shall be given in the doctrines and duties of Christianity in accordance with the Protestant and Evangelical principles of the Church of England;
 - 72.2 All principals, headmasters or headmistresses of such schools shall be:
 - 72.2.1 members of the Church of England or of the Church in Wales or of the established Church of Scotland or of some other church for the time being in communion with the Church of England who shall accept and agree to abide by the Protestant and Evangelical tradition and principles of the Church of England; or
 - 72.2.2 such other practising Christian as shall be approved by the Society and who shall accept and agree to abide by the Protestant and Evangelical tradition and principles of the Church of England; or
 - 72.2.3 fully supportive and encouraging of the Protestant and Evangelical tradition and principles of the Church of England.
 - 72.3 All chaplains of such schools shall be;
 - 72.3.1 a member of the Church of England, or the Church in Wales, or the established Church of Scotland who shall accept and agree to abide by the Protestant and Evangelical tradition and principles of the Church of England; a member of some other church for the time being in communion with the Church of England; or
 - 72.3.2 such other practising Christian as shall be approved by the Society and who shall accept and agree to abide by the Protestant and Evangelical tradition and principles

of the Church of England.

Secretary

Secretary

- 73 The Trustees may appoint a Secretary.
- 74 If a Secretary is to be appointed:
- 74.1 subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Trustees for such term, at such remuneration (provided he or she is not also a Trustee) and upon such conditions as they may think fit;
- 74.2 notwithstanding this Article, the Board of Trustees may, where the Secretary fails to attend a meeting of the Trustees, appoint a Vice or assistant secretary, any one of their number or any other person to act as Secretary for the purposes of that meeting; and
- 74.3 the Secretary shall attend Trustees' meetings and General Meetings, except where the Trustees determine to the contrary in respect of any particular matter.

Annual report and annual return

Annual report and annual return

- 75 The Trustees shall comply with their obligations under the Charities Acts with regard to the preparation of an annual report and annual return and their transmission to the Charity Commission.
- 76 The Trustees shall also comply with their obligations under the Companies Acts as to the preparation of an annual return and its transmission to the Registrar of Companies, together with all forms and resolutions as appropriate.

Circulation of notices, resolutions and documents

Notices and documents

- 77 The following Articles set out the provisions regarding the circulation of notices, resolutions and documents provided through hard copy and electronic form:

Providing notices and documents to Members/Trustees

- 78 Notice of meetings and circulation of resolutions or documents shall be sent or supplied to Members and/or Trustees by or through a combination of:

- 78.1 hard copy (see Article 79); or
- 78.2 in electronic form (see Article 80).

Where a Member and/or Trustee has received a notice, resolution or document from the Company otherwise than in hard copy form, he is entitled to require the Company to send him a version of the notice, resolution or document in hard copy form.

Notices or documents sent in hard copy

- 79 A notice, resolution or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Member's and/or Trustee's notified address.

**Notices or documents
sent in electronic form**

- 80 Notices, resolutions or documents sent in electronic form shall:
- 80.1 only be sent to the Member and/or Trustee if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise;
- 80.2 be sent to a notified address either by electronic means (such as by email) or by post (such as on a disk) in accordance with Article 79.

**Deemed receipt of
notices or documents
sent by the Company**

- 81 As to the sending of notices, resolutions or documents:
- 81.1 where the notice, resolution or document is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the recipient 48 hours after it was posted;
- 81.2 where the notice, resolution or document is sent or supplied by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 48 hours after it was sent;
- 81.3 in calculating a period of hours for the purposes of sending notices, resolutions or documents to Members (but not for the purposes of clear days under Article 17) no account shall be taken of any part of a day that is not a working day.

**Provision of email
address by the Company**

- 82 Where the Company has given an electronic address in notice calling a meeting, either of the Members or the Board of Trustees, it is deemed to have agreed that any document relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice).

**Authentication of
documents**

- 83 As to the authentication of notices and documents:
- 83.1 a notice, resolution or document sent or supplied in hard copy is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 83.2 a notice, resolution or document sent or supplied in electronic form is sufficiently authenticated if the identity of the sender is confirmed in a manner specified by the Company from time to time, and in the absence of such specification where the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.

Declaration of interests

**Provisions relating to the
declaration of interests
by Trustees**

- 84 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Company or any situation or matter in relation to the Company that is, or possibly may be, a conflict of interest and in particular:

- 84.1 in the case of any proposed transaction or arrangement with the Company in which a Trustee (or any Connected Person) is interested, he or she must declare the nature and extent of the Interest to the Trustees before the Company enters into the transaction or arrangement;
- 84.2 in the case of any existing transaction or arrangement that has been entered into by the Company or any situation or matter in relation to the Company in which a Trustee (or any Connected Person) is interested, he or she must declare the nature and extent of the interest to the Trustees as soon as is reasonably practicable;
- 84.3 any declaration must be made in accordance with the provisions of the Act:
 - 84.3.1 at a meeting of the Trustees;
 - 84.3.2 by notice in writing to the Trustees; or
 - 84.3.3 by general notice to the Trustees;
- 84.4 a Trustee is not required to declare an Interest:
 - 84.4.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 84.4.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 84.4.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the interest);
- 84.5 the Company shall maintain a register of all of the Interests declared by the Trustees in accordance with this Article and shall prepare (and from time to time review) a policy in relation to the declaration and management of conflicts of interest; and
- 84.6 every Trustee shall be deemed to have declared their interest in the Society to the extent that their interest arises from that Trustee's appointment by the Society.

Conflicts of interest

Trustees' duties in relation to conflicts of interest

- 85 Subject to Articles 86 and 87, a Trustee has a duty under the Companies Acts to avoid a situation or matter (including a transaction or arrangement with the Company) in which he has, or can have, a conflict of interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).
- 86 Pursuant to section 181(3) of the Companies Act 2006, the duty referred

to in Article 85 does not apply to a conflict of interest arising in relation to any situation or matter or any transaction or arrangement between the Company and any Trustee which is mentioned in Article 5.2.

Authorisation of conflicts of interest

**Conditions on
authorisation**

- 87 The Trustees may authorise a conflict of interest (actual or potential) which a Trustee (or any Connected Person) has in any transaction, arrangement, situation or matter, provided that:
- 87.1 the conflict of interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Company to an extent greater than that permitted by Articles 5.2 and 5.3;
 - 87.2 the Trustees act in what they consider to be the best interests of the Company; and
 - 87.3 the Trustees comply with the procedures set out in Articles 87 to 91.

**Trustee interested not to
take part in the
authorisation process**

- 88 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 87 the Trustee concerned must:
- 88.1 declare the nature and extent of his or her interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
 - 88.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - 88.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
 - 88.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
 - 88.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees)

**Conflicts of interest
involving Benefits**

- 89 Subject to Article 91, in relation to any transaction or arrangement or situation or matter in which a Trustee (or Connected Person):
- 89.1 has, or may have, a conflict of interest;
 - 89.2 and which will or may confer a Benefit on that Trustee (or Connected Person),
- any authorisation in accordance with Article 87 shall provide that the Trustee concerned shall:
- 89.3 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement, situation or matter is to be discussed (or, at the

		latest, before such discussion begins);
	89.4	withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
	89.5	not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
	89.6	withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
	89.7	not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
Conflict of interest not involving Benefit	90	Subject to Article 91, in giving the authorisation under Article 87 in relation to a transaction or arrangement or situation or matter in which a Trustee (or Connected Person):
	90.1	has, or may have, a conflict of interest; and
	90.2	which will not confer a Benefit on that Trustee (or Connected Person);
		the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
	90.3	whether the nature and extent of the Interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a conflict of interest;
	90.4	whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
	90.5	whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
	90.6	whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.
		The Trustees shall be deemed to have authorised under this Article 91 the conflict of interests of all Trustees that arise as a result of the Trustees' performance of any additional duties pursuant to any written and signed agreement between the Society and the Company.
Conflicts of interest	91	In giving the authorisation under Article 87 in relation to any

involving Trustees who
are Parents

transaction or arrangement or situation or matter in which a Trustee has, or may have, a conflict of interest solely as a consequence of any Pupil being connected to them, the Trustees may apply the procedure in Article 90 in respect of any such transaction or arrangement or situation or matter which will or may affect the general provision of education to all Pupils.

Indemnity and insurance

Indemnity and insurance

- 92 Every Trustee, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him acting in his/her role, save that no Trustee, auditor, Secretary or other office of the Company shall be entitled to be indemnified:
- 92.1 for any liability incurred by him to the Company or any Associated Body Corporate;
 - 92.2 for any fine imposed in criminal proceedings;
 - 92.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - 92.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
 - 92.5 for any costs for which he has become liable in defending any civil proceedings brought by the Company or an Associated Body Corporate in which a final judgment has been given against him; and
 - 92.6 for any costs for which he has become liable in connection with any application under section 661(3) or (4), and section 1157 of the Companies Act 2006 in which the court refuses to grant him relief and such refusal has become final.

Dissolution

- 93 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 the Society (if any) and if there shall be no such Society in existence then to some other institution or institutions having objects similar to the objects of the Company to be determined by the Members of the Company at or before the time of dissolution, or, in default thereof, by such Judge of the High Court of Justice as may have or acquired jurisdiction in the matter.

Definitions and
interpretation

Interpretation

94 In these Articles, unless the context otherwise requires:

Articles: means the articles of association of the Company.

Associated Bodies Corporate: has the same meaning as given in Companies Act 2006 s 256.

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

Board of Trustees: means the directors of the Company, being the charity trustees of the Company (and **Trustee** means any one of them).

Bursar means the Bursar, the Director of Finance and or the Director of Operations

Charities Acts: means the Charities Acts 1992 and 2011 as amended, restated or re-enacted from time to time.

Charity Commission: means the Charity Commission for England & Wales.

In accordance with the principles of the **Church of England:** means, in this particular context, having regard to the Protestant and Evangelical ethos as informed by the Thirty-Nine Articles of Religion and the Book of Common Prayer.

Circulation date: means the circulation date of a written resolution being the date at which copies of it are sent or submitted to the Members or to at least one Member.

Clear days: in relation to any period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Companies Acts: means the Companies Act 1985 and the Companies Act 2006.

Company: means the company regulated by the Memorandum and these Articles.

Conflict of interest: means any Interest of a Trustee (or any person connected to a Trustee) that conflicts, or may conflict, with the interests of the Company and includes a conflict of interest and duty and a conflict of duties

Connected Person means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee;

- b) the spouse or civil partner of any person in (a);
- c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- d) any company, LLP or partnership of which a Trustee is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **connected** to that Trustee or Member.

Interest means any direct or indirect interest (and includes any interest a Trustee or any person connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **interested** in .

Electronic form: means a document supplied by electronic means (such as by email or by fax) or by any other means which is in electronic form (such as a disk sent by post).

Hard copy: means a document supplied in paper copy or similar form capable of being read.

Member: means a member of the Company.

Month: means calendar month.

Office: means the registered office of the Company.

Parent: means the parent or, as the case may be, legal guardian of a Pupil.

Pupil: means a pupil at the School.

Rules: means rules, whether referred to as rules, regulations, a scheme or bye laws, as referred to in Articles 45 to 46.

School: means Westonbirt Schools, Gloucestershire and any other school or schools from time to time supported by the Company in furtherance of the Objects.

Seal: means the common seal (if any) of the Company.

Secretary: means the secretary of the Company or, from such time as the relevant provisions in the Companies Act 2006 come into force, if no secretary has been appointed the person appointed to carry out the duties of the secretary of the Company.

Society: means the Martyrs Memorial and Church of England Trust (registered company no. 317024).

Subsidiary Company means any company in which the Company holds:

- a) more than 50% of the shares; or
- b) more than 50% of the voting rights; or
- c) the right to appoint a majority of the directors

United Kingdom: means the United Kingdom of Great Britain and Northern Ireland.

The following rules of interpretation shall also apply:

Modification or re-enactment: reference to any provisions of the Companies Acts or the Charities Acts or any other statute shall be a reference to such provisions as modified or re-enacted by any statute or regulations for the time being in force.

Meanings where there is no inconsistency: except as provided above, words or expressions defined in the Companies Acts or the Charities Acts (subject to any statutory modification or re-enactment) in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles unless inconsistent with the subject or context.

Words in the masculine include the feminine gender and vice versa.
Words in the singular include the plural and vice versa.

Headings, sub-headings, underlinings and format lines are for ease of reading and unless they form part of a phrase or sentence, do not form part of these Articles.

Appendix to the Articles of Association

Powers of the Company

Acquisition	1	Subject to such consents as shall be required by law, the power to purchase, take on lease, or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) and any rights or privileges the acquisition of which the Company may think necessary or convenient for any of the purposes of the Company, including but not restricted to the power to acquire property, rights, privileges and liabilities of Westonbirt Schools.
Pursuing the Company's Objects	2	The power to carry on the Westonbirt Schools in pursuance of the Objects under the name of Westonbirt Schools or such other name as the Board of Trustees may decide from time to time and the power in the absolute discretion of the Trustees also to promote education and training.
Scholarships, exhibitions, bursaries, prizes, awards, allowances and leaving awards	3	<p>The power at the absolute discretion of the Trustees and on such terms as they see fit:</p> <p>3.1 to institute, establish, contribute towards and administer scholarships, exhibitions, bursaries, grants, awards, prizes and other benefactions tenable at the School to Pupils selected on grounds of merit or means or considered worthy of suitable reward or mark of distinction;</p> <p>3.2 to provide maintenance allowances for Pupils in financial need to enable them to attend the School and/or to enable them to participate in ex-curricular activities undertaken for educational purposes and to make such other allowances as the Board of Trustees shall in their absolute discretion consider appropriate to members of the staff or to other persons for the education of their children at the School;</p> <p>3.3 during or at the end of any School year to award Leaving Exhibitions to Pupils leaving the School in that year and tenable at any university or other institution of higher or further education (including professional or technical education) approved by the Board of Trustees or for the purpose of enabling the exhibitioner to pursue a course of study approved by them or on ceasing to attend an educational establishment, to prepare for, or enter, employment or other work or calling.</p>
Additions and alterations to buildings	4	The power to construct, maintain, add to, improve, furnish, equip and alter any building or erection necessary for the work of the Company.
Facilities	5	The power to provide a school or schools, class rooms, offices, board, lodgings and other facilities for pupils, teachers, , including facilities for study, research, recreation sports and also performance of artistic and cultural activities of every description.
Universities	6	To provide, by the establishment and maintenance in England and Wales of colleges, hostels, and halls at Universities, education in

		accordance with the principles of the Church of England.
Assistance for Holy Order	7	To afford financial assistance to candidates for Holy Order in the Church of England.
Disposal of assets	8	The power (subject to the Charities Act 2011 and in particular to Part 7) to sell, lease, mortgage, turn to account, manage and improve all or any of the property or assets of the Company subject to such terms and conditions as may be thought expedient and to exercise any rights, privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Company may be obliged or required or ought to do as the owner of such property or assets.
Trading company	9	The power, in exchange for full value consideration and subject to Part 7 of the Charities Act 2011, to establish, to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose (inter alia) of benefiting the Company.
Procurement of funds	10	The power to procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not provided always that any monies so received by the Company shall be used or applied by the Company for or towards its Objects.
Acting as Trustees	11	The power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be necessary for the attainment of its Objects, and to perform any services in furtherance of the Objects of the Company, gratuitously or otherwise and to hold on separate trusts and not as part of the corporate property of the Company any land or funds previously held by the Governors of Canford School or any other legal person on behalf of the School and found by the Charity Commission or the court to have been permanent endowment land or funds.
Gifts, legacies etc.	12	The power to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any kind of money or property of any kind including contributions subject to special trusts or conditions provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts.
Publicity	13	The power to adopt such means of publicising the Company and its Objects and activities as may seem expedient, and in particular by advertising in any media, and by granting prizes, awards and donations.
Employment	14	<p>The power:</p> <p>14.1 to employ persons to manage the Company's property or any part thereof subject always to the control and supervision of the</p>

		Board of Trustees;
	14.2	to employ such officials and staff as and upon such terms as the Board of Trustees thinks fit;
	14.3	to decide and to fix salaries (subject always to Article 5) as the Board of Trustees may deem proper and to enter into any service agreements which they shall consider necessary or desirable;
	14.4	to terminate any such employment upon such terms as the Board of Trustees may decide; and
	14.5	to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants.
Methods of raising income	15	The power to take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Company to carry out any of its Objects which may require such assistance.
Fundraising Foundation	16	The power to establish, co-operate with, operate or support a charitable fundraising foundation (howsoever constituted) and in particular the power to transfer assets and funds (with or without valuable consideration) and to make donations to such a foundation.
Borrowing	17	Subject to such consents as may be required by law, the power:
	17.1	to borrow;
	17.2	to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) the discharge by the Company or any other person of any obligation or liability;
	17.3	to enter into any derivative arrangement relating to such borrowing; and
	17.4	to raise money for the purposes of the Company
		on such terms and in such manner as the Board of Trustees may think fit.
Advancing money and credit	18	The power to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with clause 9 of this Appendix, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
Subscriptions and guarantees	19	The power to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to

		further its Objects.
Donation	20	The power to make any charitable donation either in cash or assets for the furtherance of the Objects of the Company.
Investment	21	The power 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, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law.
Investment managers	22	<p>The power to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers (the "Managers") the exercise of all or any of its powers of investment provided that:</p> <p>22.1 the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;</p> <p>22.2 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;</p> <p>22.3 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report regularly on the performance of investments managed by them under such arrangements as are agreed between the Company and the Managers from time to time;</p> <p>22.4 the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months, but any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;</p> <p>22.5 the Company shall be responsible for choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but the Trustees shall not be liable for the acts and defaults of the Managers;</p> <p>22.6 the Company is entitled to cancel the delegation arrangements at any time; and</p> <p>22.7 the Managers shall be appointed on terms that they do not in respect of the assets of the Company do anything outside the powers of the Company.</p>
Nominees	23	The power to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body) under the control of the Board of Trustees or a person authorised to carry on business as an investment manager or custodian under the provisions of the Financial Services and Markets Act 2000 under their instructions and to pay any reasonable fee required.
Alliances	24	The power to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents

		for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only.
Amalgamation	25	The power to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by these Articles upon the Company.
Transfer of assets	26	The power to transfer or make over with or without valuable consideration any part of the property or assets of the Company not required for the purposes for which it is formed to anybody having charitable purposes or a charitable purpose as its objects or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by these Articles upon the Company.
Indemnity insurance for employees	27	The power to insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and in relation to the Board of Trustees (or any of them) so far as is permitted by clause 28 of this Appendix.
Trustees' indemnity insurance	28	<p>The power to provide indemnity insurance to cover the liability of the Board of Trustees or any officer of the Company (or any of them) in relation to any liability that by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company or any Associated Bodies Corporate; provided that any such insurance shall not extend to:</p> <p>28.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company (or the Associated Bodies Corporate as applicable), or which the Trustees did not care whether it was in the best interests of the Company or not;</p> <p>28.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or</p> <p>28.3 any liability to pay a fine.</p>
Insurance of Company property	29	The power to insure the Company and the Company's property against such risks as the Board of Trustees shall consider it prudent or necessary to insure against.
Enactment	30	The power to make bye-laws, rules and regulations with regard to the affairs or the management of the Company.
Additional powers	31	The power to do all such other lawful things as are necessary for the attainment and furtherance of the Objects or any of them provided that:

Trust property	31.1	in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with the same in such manner as allowed by law having regard to such trusts; and
Charitable property	31.2	in case the Company shall hold any property subject to the jurisdiction of the Charity Commission, the Company shall not sell, mortgage, charge, or lease such property without such authority, approval or consent as may be required by law.