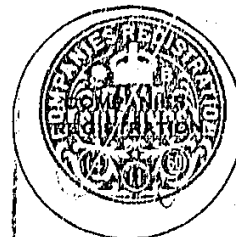


No. OF COMPANY.....675586/1

[C.F. 41]

THE COMPANIES ACT, 1948.

1 NOV 1980



A 5/-  
Companies  
Registration  
Fee Stamp  
must be  
impressed  
here.

Declaration of Compliance with the requirements  
of the Companies Act, 1948, on application for  
Registration of a Company.

*Pursuant to Section 15 (2)*

(SEE FOOTNOTE OVERLEAF.)

NAME OF  
COMPANY.....

TRURO CATHEDRAL

SCHOOL

LIMITED.

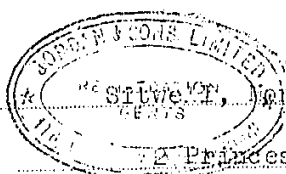
CAT. No. C.F.41.

C511 J516401L

**JORDAN & SONS,**  
LIMITED

*Company Registration Agents, Printers and Publishers*  
116, Chancery Lane, W.C.2, and 13, Broad Street Place, E.C.2

*Presented by*



Silvester, Jolley & Murdoch,

2 Princes Street,

TRURO.

I, ROBERT WASHBOURNE MONEY

of the City of Truro

Solicitor

DO solemnly and sincerely declare that I am (a) [a Solicitor of the Supreme Court engaged in the formation] [~~a person named in the Articles of Association as a Director/Secretary~~],

of Truro Cathedral School Limited

LIMITED,

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at Truro in the  
County of Cornwall.

the 24th day of October

One thousand nine hundred and sixty

before me,

R. W. Money  
A Commissioner for Oaths (b)

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence of all the requirements of this Act in respect of registration and of matters precedent and incidental thereto having been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.  
(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

(a) Delete words not required.

(b) or Notary Public or Justice of the Peace.

This margin to be reserved for binding.



*Part/Qual* 675586/1

THE COMPANIES ACT, 1948.



COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

MEMORANDUM OF ASSOCIATION

of

TRURO CATHEDRAL SCHOOL LIMITED.

- Company*
1. The name of the Association (hereinafter called "the Association") is "TRURO CATHEDRAL SCHOOL LIMITED."
  2. The registered office of the Association will be situate in England.
  3. The objects of the Association are as follows and the Association is established to do all or any of the following things for the purpose of attaining the objects of the Association and observing and performing whatever may be required by law in order legally to carry out such objects:-

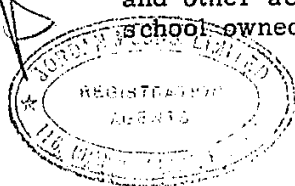
(A) To acquire and take over and carry on and develop the independent Church of England School undertaking called "Truro Cathedral School" heretofore carried on in the City of Truro by a Governing Council consisting of The Dean and Chapter of The Cathedral Church of Saint Mary in Truro and certain lay Governors to provide a sound education for boys including the Choristers of the said Cathedral and with a view thereto to enter into and carry into effect with or without modification an Agreement the draft of which has already been prepared for the transfer and lease by the said Dean and Chapter to the Association of certain property hitherto used for the purposes of the said school and of certain investments.

(B) To acquire and carry on in the United Kingdom any other school or schools for the education of children

And for the purposes aforesaid or any of them :-

(C) To pay all costs charges and expenses incurred in the promotion and establishment of the Association.

(D) To provide all appropriate books and equipment and boarding and other accommodation for teachers and students at any school owned by the Association.



*p/4789*  
*K. Aul*

- (E) To engage such teaching and other staff as may be necessary for the efficient conduct of any school carried on by the Association and to dismiss such staff or any of them and to provide pensions for such staff or any of them (not being members or a member of the Association).
- (F) To award prizes and scholarships to pupils or intending pupils for proficiency in studies exercise or games and to provide pecuniary exhibitions or scholarships for the benefit of pupils who become students at any of the Universities or at any other places of education or who undertake any special course of instruction or research work and to provide means for training student teachers and students in the theory and practice of education.
- (G) To provide the services of a Chaplain and a chapel or chapels or other suitable accommodation with the appropriate ornaments furnishings and books for the celebration of Divine Service in accordance with the rites and ceremonies of the Church of England and otherwise so as to meet the religious requirements of pupils and staff.
- (H) To provide playing fields games courts recreation grounds and buildings swimming baths and other accommodation in connection with sports games and pastimes of all kinds at any school owned by the Association.
- (I) To carry on farming dairy and poultry farming stock breeding market gardening fruit farming and nurseries on any property of the Association for the purpose of promoting the objects of the Association by providing and supplying any school or schools of the Association.
- (J) To act as trustees governors or managers of any property endowment legacy bequest or gift for educational purposes.
- (K) Subject to the provisions of the Companies Act for the time being in force to accept gifts of any real or personal property for the general purposes of the Association or for any particular purpose thereof.
- (L) Subject to the provisions of the said Act to purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges which is or are necessary or convenient for the promotion of the objects of the Association and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (M) To sell improve manage develop exchange lease mortgage dispose of or turn to account or otherwise deal with all or any of the property or rights of the Association as may be thought expedient with a view to the promotion of its objects.

- (N) To undertake and execute any trusts which may lawfully be undertaken by the Association and which may be conducive to its objects.
- (O) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (P) To invest the moneys of the Association not immediately required for its purposes in or upon such investments securities or property as may be thought fit.
- (Q) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (R) To do all such other lawful things as are incidental to the attainment of the above objects or any of them.

Provided always and it is hereby declared that the Association exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Association which is not both a charitable and an educational object.

Provided also that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education the Association shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated and in case the Association shall take or hold

any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of Dividend Bonus or otherwise howsoever by way of profit to the Members of the Association Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Association but so that no Member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association.

5. No addition alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The liability of the Members is limited.

7. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Association contracted before the time he ceases to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.

8. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the Members of the Association but shall after due provision has been made for the continuance of any pensions or allowances to retired employees of the Association or to the dependents of deceased employees in accordance with any pension scheme for the time being in force at the date of liquidation and after payment to every member of the staff of the School (whether engaged in teaching or other kind of work) who

(two of whom shall be ex-officio members of the Governing Body and also the said Dean and Chapter)

shall have been employed by the Association for more than two consecutive years before the date of liquidation in addition to any sum already owing to him or her a sum equal to six months' salary either be given or transferred to three trustees to be nominated by the Members of the Council of the Association to be held by them upon trust to apply the same exclusively in such manner as they shall think fit for charitable purposes including the promotion of education generally or given or transferred to some other institution or institutions having objects which are solely charitable and are similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof such institution or institutions to be determined by the Members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object for the benefit of education generally.

Handwritten notes and signatures on the right margin:  
HALL  
Sey  
J. H.  
J. H.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Wm. Lyd. The Deanery, Truro. Dean of Truro.  
J. Roseham. Petherton. Truro Canon Residentiary & Missionary

H. A. BLAIR  
H. A. Blair, Lynnes Allen, Truro. Canon Residentiary & Missionary

JAS. ALEX. SIMCOCK  
Jas Alex Simcock 21, Old Bridge Street Truro. Canon Residentiary and Treasurer of Truro Cathedral

BERNARD RAWLINGS  
Bernard Rawlings. Tregurtha. Merthenwater. Bodmin.  
Rt Hon. Admiral.

S. E. BOOTH  
S. E. Booth. Chyngelton. Penzance. Gentleman  
S. E. Booth. Porthcove. Brecknell Road Truro  
Lead Agent.  
S. E. Booth

Dated this 1<sup>st</sup> day of October 1960.

Witness to the above Signatures :-

R. W. Money.  
Solicitor, Truro  
R. W. MONEY





THE COMPANIES ACT, 1948.

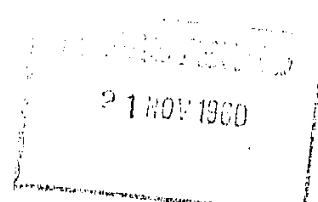


COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

ARTICLES OF ASSOCIATION

of

TRURO CATHEDRAL SCHOOL LIMITED.



GENERAL.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context :-

WORDS

MEANINGS

The Act .. .. .	The Companies Act 1948.
These presents .. .. .	These Articles of Association and the regulations of the Association from time to time in force.
The Association .. .. .	The above-named Association.
The Governing Body .. .. .	The Governing Body for the time being of the Association.
The Office .. .. .	The Registered Office of the Association.
The Seal. . . . .	The Common Seal of the Association.
The United Kingdom .. .. .	Great Britain and Northern Ireland.
Month .. .. .	Calendar month.
In writing .. .. .	Written, printed or lithographed, or partly one and partly another and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa;

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of Members with which the Association proposes to be registered is fifty but the Governing Body may from time to time register an increase of Members.

3. The provisions of Section 110 of the Act shall be observed by the Association and every Member of the Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.

4. The Association is established for the purposes expressed in the Memorandum of Association.

5. The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to Membership in accordance with the provisions hereinafter contained shall be Members of the Association.

6. No person shall be admitted a Member of the Association unless he is first approved of by the Governing Body and the Governing Body shall have absolute discretion as to the admission of any person without assigning any reason for the exercise of such discretion. Where any person desires to be admitted to Membership of the Association he must first sign and deliver to the Association an application for admission framed in such terms as the Governing Body shall require and the Governing Body shall notify such person in writing of the approval or rejection of his said application.

7. The right of membership shall be personal to a member and shall not be transferable by the act of a member or by operation of law.

8. A person may terminate his Membership of the Association by giving to the Association notice in writing to that effect in such form as the Governing Body shall require.

#### GENERAL MEETINGS.

9. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and

place as may be determined by the Governing Body and shall specify the Meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Meeting and that so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

11. The Governing Body may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 132 of the Act.

12. Twenty one days' notice in writing at the least of every Annual General Meeting and of every Meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of Meeting and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Association but with the consent of all the Members entitled to receive notices thereof or of such proportion thereof as is prescribed by the Act in the case of Meetings other than Annual General Meetings a Meeting may be convened by such notice as those Members may think fit.

13. The accidental omission to give notice of a Meeting to or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had at any Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, the reports of the Governing Body and of the Auditors, the election of Members of the Governing Body in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to

business. Save as herein otherwise provided four Members personally present shall be a quorum.

16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Governing Body may determine and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Members present shall be a quorum.

17. The Chairman (if any) of the Governing Body shall preside as Chairman at every General Meeting but if there be no such Chairman or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to preside the Members present shall choose some Member of the Governing Body or if no such Member be present or if all the Members of the Governing Body present decline to take the chair they shall choose some Member of the Association who shall be present to preside.

18. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn a Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than business which might have been transacted at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.

19. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three Members present in person or by proxy or by a Member or Members present in person or by proxy and representing one tenth of the total voting rights of all the Members having the right to vote at the Meeting and unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

20. Subject to the provisions of Article 21, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the Chairman of the Meeting shall direct and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

21. No poll shall be demanded on the election of a Chairman of a Meeting or on any question of adjournment.

22. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting shall be entitled to a second or casting vote.

23. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS.

24. Subject as hereinafter provided every Member shall have one vote.

25. Save as herein expressly provided no Member other than a Member duly registered who shall have paid every sum (if any) which shall be due and payable to the Association in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.

26. Votes may be given on a poll either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by Section 139 of the Act. A proxy other than a proxy for a corporation shall be a Member.

27. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under its common seal if any and if none then under the hand of some officer duly authorised in that behalf.

28. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

29. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

30. Any instrument appointing a proxy shall be in one of the following forms or as near thereto respectively as circumstances will admit :-

TRURO CATHEDRAL SCHOOL LIMITED

I,  
of  
a Member of Truro Cathedral School Limited hereby  
appoint  
of  
or failing him  
of  
being a Member of Truro Cathedral School Limited  
to vote for me and on my behalf at the (Annual or  
Extraordinary, or adjourned, as the case may be)  
General Meeting of the Company to be held on the  
day of 19 , and at  
every adjournment thereof.

As witness my hand this day of 19 .

or

TRURO CATHEDRAL SCHOOL LIMITED

I/We,  
of  
in the County of , being a Member/Members  
of the above named Company hereby appoint  
of  
in the County of , or failing him  
of  
in the County of , being Members of Truro  
Cathedral School Limited as my/our proxy to vote for  
me/us on my/our behalf at the (Annual/Extraordinary/  
adjourned) General Meeting of the Company to be held  
on the day of 19 , and at  
any adjournment.

Signed this day of 19 .

This form is to be used <sup>\*in favour of</sup> ~~against~~ the resolution. Unless  
otherwise instructed the proxy will vote as he thinks fit.

\* Strike out whichever is not desired.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

#### THE GOVERNING BODY.

31. Until otherwise determined by a General Meeting the number of the Members of the Governing Body shall not be less than seven nor more than twenty. Not less than two thirds of the Members (other than ex-officio Members) of the Governing Body shall be communicant members of the Church of England and if at any time this requirement ceases to be satisfied by reason of death resignation or otherwise the Governing Body shall forthwith make such appointment of a new Member or new Members of the Governing Body (under Article 34) as may be necessary to procure that it is again complied with; but non-compliance with this requirement pending such appointment shall not invalidate the acts and proceedings of the Governing Body.

32. The first Members of the Governing Body shall be the subscribers to the Memorandum of Association and each first member (other than an ex-officio member) shall (subject to Article 38 below) serve until the Tenth Annual General Meeting of the Association and shall then retire.

33. (a) The Bishop for the time being of the Diocese of Truro shall be ex-officio a member of the Association and President of the Association and a Member of the Governing Body.

(b) The Dean for the time being of The Cathedral Church of Saint Mary in Truro shall be ex-officio a member of the Association and a Member and the Chairman of the Governing Body.

(c) The Chancellor the Treasurer and the Missioner for the time being of the said Cathedral Church shall be ex-officio members of the Association and Members of the Governing Body.

(d) The persons named in this article shall be eligible to serve irrespective of age.

34. The Governing Body may from time to time and at any time appoint any Member of the Association as a Member of the Governing Body either to fill a casual vacancy or by way of addition to the Governing Body provided that the requirements of Article 31 are complied with. Any Member so appointed shall retain his office only until the next Annual General Meeting and shall then retire.

35. Except as provided by Article 46 below any Member of the Association elected at a General Meeting as a Member of

the Governing Body shall (subject to Article 38 below) retain his membership until the Tenth Annual General Meeting following his election and shall then retire.

36. Any Member of the Governing Body retiring at an Annual General Meeting shall be eligible for re-election.

37. No person who is not a Member of the Association shall be eligible to hold office as a Member of the Governing Body. No person who is a headmaster or assistant master of a school owned by the Association and no person who is otherwise in receipt of a salary, fees, remuneration or other benefit in money or money's worth from the Association (save as permitted in relation to Members of the Association by Clause 4 of the Memorandum of Association) shall be eligible for Membership of the Governing Body.

38. Section 185 of the Act (as to retirement of Directors under age limit) shall apply to Members of the Governing Body other than ex-officio members except that the age of seventy five years be substituted for the age of seventy years referred to therein.

#### POWERS OF THE GOVERNING BODY.

39. In addition and without prejudice to the provisions of Section 184 of the Act the Association may by Extraordinary Resolution remove any Member of the Governing Body (other than an ex-officio Member) before the expiration of his period of office and may by an Ordinary Resolution appoint another Member of the Association in his stead.

40. The business of the Association shall be managed by the Governing Body who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Association as they think fit and may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these presents required to be exercised or done by the Association in General Meeting subject nevertheless to any regulations of these presents to the provisions of the statutes for the time being in force and affecting the Association and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in General Meeting but no regulation made by the Association in General Meeting shall invalidate any prior act of the Governing Body which would have been valid if such regulation had not been made.

Provided that :-

(A) the Governing Body shall not deliberate upon or negotiate the acquisition of nor shall the Association acquire, whether



by purchase or gift or otherwise, any school of which a Member for the time being of the Governing Body is the proprietor or one of the proprietors or in which he is financially interested; and

- (B) the Governing Body shall not deliberate upon or negotiate nor shall the Association make or execute any service agreement with a headmaster or assistant master or other person who is for the time being a Member of the Governing Body.

41. The Members for the time being of the Governing Body may act notwithstanding any vacancy in their body; provided always that in case the Members of the Governing Body shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Governing Body for the purpose of admitting persons to Membership of the Association, filling up vacancies in their body or of summoning a General Meeting but not for any other purpose.

#### HEADMASTER.

42. The Headmaster of any School carried on by the Association shall be appointed by the Governing Body who shall first satisfy themselves that he is a regular communicant Member of the Church of England.

#### SECRETARY.

43. The Secretary shall be appointed by the Governing Body for such time at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act shall apply and be observed. The Governing Body may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### THE SEAL.

44. The Seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Governing Body and in the presence of at least two Members of the Governing Body and of the Secretary and the said Members and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE  
GOVERNING BODY.

45. The office of a Member of the Governing Body shall be vacated :-
- (A) if a receiving order is made against him or he makes any arrangement or composition with his creditors
  - (B) if he becomes of unsound mind
  - (C) if he ceases to be a Member of the Association
  - (D) if by notice in writing to the Association he resigns his office
  - (E) if he ceases to hold office by reason of any order made under Section 188 of the Act
  - (F) if he is removed from office by a resolution duly passed pursuant to Section 184 of the Act
  - (G) if he ceases to be a Member by virtue of Section 185 of the Act as hereinbefore varied.

RE-ELECTION OF MEMBERS OF THE  
GOVERNING BODY.

46. A Member of the Governing Body who retires at any Annual General Meeting in accordance with Article 32 or Article 35 of this Article and who is re-elected at the same Meeting shall (subject to Article 38 above and notwithstanding Article 35 above) retain his office only until the 5th Annual General Meeting following his re-election and shall then again retire; but this Article shall not apply to a Member of the Governing Body appointed under Article 34 and retiring in accordance with that Article.

47. The Association may at any Annual General Meeting at which a Member of the Governing Body retires under any provision of these Articles fill the vacated office by electing a Member of the Association thereto and in default the Member whose term of office has expired shall if offering himself for re-election and if eligible for re-election be deemed to have been re-elected unless at such Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Member shall have been put to the Meeting and lost.

48. No person not other than an existing Member of the Governing Body seeking re-election shall, unless recommended by the Governing Body for election, be eligible for election to Membership of the Governing Body at any General Meeting

unless within the prescribed time before the day appointed for the Meeting there shall have been given to the Secretary notice in writing by some Member of the Association duly qualified to be present and vote at the Meeting for which such notice is given of his intention to propose such person for election and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that between the date when the notice is served or deemed to be served and the day appointed for the Meeting there shall be not less than four nor more than twenty eight intervening days.

#### PROCEEDINGS OF THE GOVERNING BODY.

49. The Governing Body may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined four shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

50. A Member of the Governing Body may and on the request of a Member of the Governing Body the Secretary shall at any time summon a Meeting of the Governing Body by notice served upon the several Members of the Governing Body. A Member of the Governing Body who is absent from the United Kingdom shall not be entitled to notice of a Meeting.

51. The Chairman of the Governing Body shall be the Dean of the said Cathedral Church who shall preside at all Meetings of the Governing Body at which he shall be present but if at any Meeting the Dean be not present within five minutes after the time appointed for holding the Meeting and willing to preside the Members of the Governing Body present shall choose one of their number to be Chairman of the Meeting.

52. A Meeting of the Governing Body at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Governing Body generally.

53. The Governing Body may delegate any of their powers to committees consisting of such Member or Members of the Governing Body as they think fit and any committee so formed shall, in the execution of the powers so delegated, conform to any regulations imposed on it by the Governing Body. The Meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body as aforesaid.

54. All acts bona fide done by any Meeting of the Governing Body or of any committee of the Governing Body, or by any person acting as a Member of the Governing Body shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Member of the Governing Body.

55. The Governing Body shall cause proper Minutes to be made of all appointments of officers made by the Governing Body and of the proceedings of all Meetings of the Association and of the Governing Body and of committees of the Governing Body and all business transacted at such Meetings and any such Minutes of any Meeting, if purporting to be signed by the Chairman of such Meeting, or by the Chairman of the next succeeding Meeting shall be sufficient evidence without any further proof of the facts therein stated.

56. A resolution in writing signed by all the Members for the time being of the Governing Body or of any committee of the Governing Body who are duly entitled to receive notice of a Meeting of the Governing Body or of such committee shall be as valid and effectual as if it had been passed at a Meeting of the Governing Body or of such committee duly convened and constituted.

#### ACCOUNTS.

57. The Governing Body shall cause proper books of account to be kept with respect to :-

- (A) all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place
- (B) all sales and purchases of goods by the Association and
- (C) the assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association and to explain its transactions.

58. The books of account shall be kept at the office, or, subject to Section 147 (3) of the Act, at such other place or places as the Governing Body shall think fit and shall always be open to the inspection of the Members of the Governing Body.

59. The Association in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than Members of the

Governing Body, of the accounts and books of the Association or any of them and subject to such restrictions the accounts and books of the Association shall be open to the inspection of such Members at all reasonable times during business hours.

60. At the Annual General Meeting in every year the Governing Body shall lay before the Association a proper Income and Expenditure Account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than four months before such Meeting together with a proper Balance Sheet made up as at the same date. Every such Balance Sheet shall be accompanied by proper reports of the Governing Body and the Auditors and copies of such Account, Balance Sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the Meeting subject nevertheless to the provisions of Section 158 (1) (C) of the Act, be sent to the Auditors and to all other persons entitled to receive notice of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the Meeting as required by Section 162 of the Act.

#### AUDIT.

61. Once at least in every year the accounts of the Association shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

62. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act, the Members of the Governing Body being treated as the Directors mentioned in those Sections.

#### NOTICES.

63. A notice may be served by the Association upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members.

64. Any Member described in the Register of Members by an address not within the United Kingdom who shall from time to time give the Association an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address but save as aforesaid and as provided by the Act only those Members who

are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Association.

65. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

#### DISSOLUTION.

66. Clause 8 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Mr. Lloyd. The Deanery, Turo. Dean of Turo.  
H. Borcham. Retherton Turo Canon Kensington & Mission

H. Allsair, Lygon Allen, Turo. Canon Residentiary  
& Chancellor.

Mrs Alex Smith 21, Old Bridge Street Turo Canon Residentiary  
& Treasurer of  
Turo Cathedral  
Bernard J. P. Tins. Clackinwater. Bodmin.  
Retired Admiral.

Je. Solitha Chyelin Tanyame Gentleman  
~~Quintus~~ Sea Topa. Presb. Bd. Turo  
Lead Agent.

Dated this 1<sup>st</sup> day of October 1960

Witness to the above Signatures:-

R. B. Money  
Solicitor, Turo.

No. C. 173

DUPLICATE FOR THE FILE

No. 675586



## Certificate of Incorporation

I Hereby Certify, that

TRURO CATHEDRAL SCHOOL LIMITED

is this day Incorporated under the Companies Act, 1948, and that the  
Company is Limited.

Given under my hand at London this **Twenty-first** day of  
**November** One Thousand Nine Hundred and Sixty

*L. S. Whitfield.*

Assistant Registrar of Companies.

Certificate  
received by }

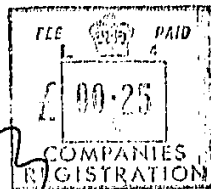
21 NOV 1960

Date





Number of Company: 675586



THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

(Copy)

SPECIAL RESOLUTION

(Pursuant to The Companies Act, 1948, Sections 10 and 141)

of

TRURO CATHEDRAL SCHOOL LIMITED

Passed the 10th day of March, 1966.

REGISTERED

24 MAR 1966

At an Extraordinary General Meeting of the above-named Company, duly convened, and held at Copeland Court in the City of Truro in the County of Cornwall, on the 10th day of March, 1966, the following SPECIAL RESOLUTION was duly passed:-

That Article 33(c) of the Articles of Association be amended to read as follows

"The Canons Residentiary for the time being of the said Cathedral Church shall be ex-officio Members of the Association and Members of the Governing Body".



CHAIRMAN.

153



*ECA - Section 9. 1972.*

Number of Company : 675586

*20*

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

Memorandum

and

Articles of Association

— of —

TRURO CATHEDRAL SCHOOL  
LIMITED.

Incorporated the 21st day of November, 1960.

SOLICITORS:  
SITWELL, MONEY, & MURDOCH,  
2 PRINCES STREET,  
TRURO.



JORDAN & SONS, LIMITED.  
COMPANY REGISTRATION AGENTS, SEAL ENGRAVERS & PUBLISHERS.  
CHANCERY LANE, LONDON, W.C.2.  
& 15 BROAD STREET PLACE, E.C.2.



THE COMPANIES ACT, 1948.

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COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

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MEMORANDUM OF ASSOCIATION

of

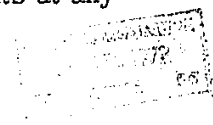
TRURO CATHEDRAL SCHOOL LIMITED.

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1. The name of the Company (hereinafter called "the Association") is "TRURO CATHEDRAL SCHOOL LIMITED."
2. The registered office of the Association will be situated in England.
3. The objects of the Association are as follows and the Association is established to do all or any of the following things for the purpose of attaining the objects of the Association and observing and performing whatever may be required by law in order legally to carry out such objects:-
  - (A) To acquire and take over and carry on and develop the independent Church of England School undertaking called "Truro Cathedral School" heretofore carried on in the City of Truro by a Governing Council consisting of The Dean and Chapter of The Cathedral Church of Saint Mary in Truro and certain lay Governors to provide a sound education for boys including the Choristers of the said Cathedral and with a view thereto to enter into and carry into effect with or without modification an Agreement the draft of which has already been prepared for the transfer and lease by the said Dean and Chapter to the Association of certain property hitherto used for the purposes of the said school and of certain investments.
  - (B) To acquire and carry on in the United Kingdom and other school or schools for the education of children.

And for the purposes aforesaid or any of them:-

- (C) To pay all costs, charges and expenses incurred in the promotion and establishment of the Association.
- (D) To provide all appropriate books and equipment and boarding and other accommodation for teachers and students at any school owned by the Association.



- (E) To engage such teaching and other staff as may be necessary for the efficient conduct of any school carried on by the Association and to dismiss such staff or any of them and to provide pensions for such staff or any of them (not being members or a member of the Association).
- (F) To award prizes and scholarships to pupils or intending pupils for proficiency in studies exercise or games and to provide pecuniary exhibitions or scholarships for the benefit of pupils who become students at any of the Universities or at any other places of education or who undertake any special course of instruction or research work and to provide means for training student teachers and students in the theory and practice of education.
- (G) To provide the services of a Chaplain and a chapel or chapels or other suitable accommodation with the appropriate ornaments furnishings and books for the celebration of Divine Service in accordance with the rites and ceremonies of the Church of England and otherwise so as to meet the religious requirements of pupils and staff.
- (H) To provide playing fields games courts recreation grounds and buildings swimming baths and other accommodation in connection with sports games and pastimes of all kinds at any school owned by the Association.
- (I) To carry on farming dairy and poultry farming stock breeding market gardening fruit farming and nurseries on any property of the Association for the purpose of promoting the objects of the Association by providing and supplying any school or schools of the Association.
- (J) To act as trustees governors or managers of any property endowment legacy bequest or gift for educational purposes.
- (K) Subject to the provisions of the Companies Act for the time being in force to accept gifts of any real or personal property for the general purposes of the Association or for any particular purpose thereof.
- (L) Subject to the provisions of the said Act to purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges which is or are necessary or convenient for the promotion of the objects of the Association and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (M) To sell improve manage develop exchange lease mortgage dispose of or turn to account or otherwise deal with all or any of the property or rights of the Association as may be thought expedient with a view to the promotion of its objects.

- (N) To undertake and execute any trusts which may lawfully be undertaken by the Association and which may be conducive to its objects.
- (O) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (P) To invest the moneys of the Association not immediately required for its purposes in or upon such investments securities or property as may be thought fit.
- (Q) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (R) To do all such other lawful things as are incidental to the attainment of the above objects or any of them.

Provided always and it is hereby declared that the Association exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Association which is not both a charitable and an educational object.

Provided also that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education the Association shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated and in case the Association shall take or hold

any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of Dividend Bonus or otherwise howsoever by way of profit to the Members of the Association Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Association but so that no Member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association.

5. No addition alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The liability of the Members is limited.

7. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Association contracted before the time he ceases to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.

8. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the Members of the Association but shall after due provision has been made for the continuance of any pensions or allowances to retired employees of the Association or to the dependents of deceased employees in accordance with any pension scheme for the time being in force at the date of liquidation and after payment to every member of the staff of the School (whether engaged in teaching or other kind of work) who

shall have been employed by the Association for more than two consecutive years before the date of liquidation in addition to any sum already owing to him or her a sum equal to six months' salary either be given or transferred to three trustees (two of whom shall be ex-officio members of the Governing Body and also the said Dean and Chapter) to be nominated by the Members of the Council of the Association to be held by them upon trust to apply the same exclusively in such manner as they shall think fit for charitable purposes including the promotion of education generally or given or transferred to some other institution or institutions having objects which are solely charitable and are similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof such institution or institutions to be determined by the Members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object for the benefit of education generally.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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H.M. Lloyd,  
The Deanery,  
Truro.  
Dean of Truro.

F. Boreham,  
Petherton,  
Truro.

Canon Residentiary and Missioner.

H.A. Blair,  
Lyn Allen,  
Truro.

Canon Residentiary and Chancellor.

Jas. Alex Simcock,  
21, Old Bridge Street,  
Truro.

Canon Residentiary and Treasurer of Truro Cathedral.

Bernard Rawlings,  
Clerkenwater,  
Bodmin.

Retired Admiral:

S.E. Bolitho,  
Chycelin,  
Penzance.

Gentleman.

C.G. Ward,  
Sentosa,  
Crescent Road,  
Truro.

Land Agent.

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Dated this 1st day of October, 1960.

Witness to the above Signatures:-

R.W. Money,  
Solicitor,  
Truro.



THE COMPANIES ACT, 1948.

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

ARTICLES OF ASSOCIATION

of

TRURO CATHEDRAL SCHOOL LIMITED.

GENERAL.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context :-

WORDS

MEANINGS

The Act .. .. .	The Companies Act 1948.
These presents .. .. .	These Articles of Association and the regulations of the Association from time to time in force.
The Association .. .. .	The above-named Association.
The Governing Body .. .. .	The Governing Body for the time being of the Association.
The Office .. .. .	The Registered Office of the Association.
The Seal .. .. .	The Common Seal of the Association.
The United Kingdom .. .. .	Great Britain and Northern Ireland.
Month .. .. .	Calendar month.
In writing .. .. .	Written, printed or lithographed, or partly one and partly another and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa;

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of Members with which the Association proposes to be registered is fifty but the Governing Body may from time to time register an increase of Members.
3. The provisions of Section 110 of the Act shall be observed by the Association and every Member of the Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
4. The Association is established for the purposes expressed in the Memorandum of Association.
5. The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to Membership in accordance with the provisions hereinafter contained shall be Members of the Association.
6. No person shall be admitted a Member of the Association unless he is first approved of by the Governing Body and the Governing Body shall have absolute discretion as to the admission of any person without assigning any reason for the exercise of such discretion. Where any person desires to be admitted to Membership of the Association he must first sign and deliver to the Association an application for admission framed in such terms as the Governing Body shall require and the Governing Body shall notify such person in writing of the approval or rejection of his said application.
7. The right of membership shall be personal to a member and shall not be transferable by the act of a member or by operation of law.
8. A person may terminate his Membership of the Association by giving to the Association notice in writing to that effect in such form as the Governing Body shall require.

#### GENERAL MEETINGS.

9. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and

place as may be determined by the Governing Body and shall specify the Meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Meeting and that so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

11. The Governing Body may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 132 of the Act.

12. Twenty one days' notice in writing at the least of every Annual General Meeting and of every Meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of Meeting and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Association but with the consent of all the Members entitled to receive notices thereof or of such proportion thereof as is prescribed by the Act in the case of Meetings other than Annual General Meetings a Meeting may be convened by such notice as those Members may think fit.

13. The accidental omission to give notice of a Meeting to or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had at any Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, the reports of the Governing Body and of the Auditors, the election of Members of the Governing Body in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to

business. Save as herein otherwise provided four Members personally present shall be a quorum.

16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Governing Body may determine and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Members present shall be a quorum.

17. The Chairman (if any) of the Governing Body shall preside as Chairman at every General Meeting but if there be no such Chairman or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to preside the Members present shall choose some Member of the Governing Body or if no such Member be present or if all the Members of the Governing Body present decline to take the chair they shall choose some Member of the Association who shall be present to preside.

18. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn a Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than business which might have been transacted at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.

19. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three Members present in person or by proxy or by a Member or Members present in person or by proxy and representing one tenth of the total voting rights of all the Members having the right to vote at the Meeting and unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

20. Subject to the provisions of Article 21, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner as the Chairman of the Meeting shall direct and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded;

21. No poll shall be demanded on the election of a Chairman of a Meeting or on any question of adjournment.

22. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting shall be entitled to a second or casting vote.

23. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS.

24. Subject as hereinafter provided every Member shall have one vote.

25. Save as herein expressly provided no Member other than a Member duly registered who shall have paid every sum (if any) which shall be due and payable to the Association in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.

26. Votes may be given on a poll either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by Section 139 of the Act. A proxy other than a proxy for a corporation shall be a Member.

27. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under its common seal if any and if none then under the hand of some officer duly authorised in that behalf.

28. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

29. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

30. Any instrument appointing a proxy shall be in one of the following forms or as near thereto respectively as circumstances will admit :-

TRURO CATHEDRAL SCHOOL LIMITED

I,  
of  
a Member of Truro Cathedral School Limited hereby  
appoint  
of  
or failing him  
of  
being a Member of Truro Cathedral School Limited  
to vote for me and on my behalf at the (Annual or  
Extraordinary, or adjourned, as the case may be)  
General Meeting of the Company to be held on the  
day of 19 , and at  
every adjournment thereof.

As witness my hand this day of 19 .

or

TRURO CATHEDRAL SCHOOL LIMITED

I/We,  
of  
in the County of , being a Member/Members  
of the above named Company hereby appoint  
of  
in the County of , or failing him  
of  
in the County of , being Members of Truro  
Cathedral School Limited as my/our proxy to vote for  
me/us on my/our behalf at the (Annual/Extraordinary/  
adjourned) General Meeting of the Company to be held  
on the day of 19 , and at  
any adjournment.

Signed this day of 19 .

This form is to be used \*in favour of the resolution. Unless  
otherwise instructed the proxy will vote as he thinks fit.  
\* Strike out whichever is not desired.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

#### THE GOVERNING BODY.

31. Until otherwise determined by a General Meeting the number of the Members of the Governing Body shall not be less than seven nor more than twenty. Not less than two thirds of the Members (other than ex-officio Members) of the Governing Body shall be communicant members of the Church of England and if at any time this requirement ceases to be satisfied by reason of death resignation or otherwise the Governing Body shall forthwith make such appointment of a new Member or new Members of the Governing Body (under Article 34) as may be necessary to procure that it is again complied with; but non-compliance with this requirement pending such appointment shall not invalidate the acts and proceedings of the Governing Body.

32. The first Members of the Governing Body shall be the subscribers to the Memorandum of Association and each first member (other than an ex-officio member) shall (subject to Article 38 below) serve until the Tenth Annual General Meeting of the Association and shall then retire.

33. (a) The Bishop for the time being of the Diocese of Truro shall be ex-officio a member of the Association and President of the Association and a Member of the Governing Body.

(b) The Dean for the time being of The Cathedral Church of Saint Mary in Truro shall be ex-officio a member of the Association and a Member and the Chairman of the Governing Body.

(c) The Chancellor the Treasurer and the Missioner for the time being of the said Cathedral Church shall be ex-officio members of the Association and Members of the Governing Body.

(d) The persons named in this article shall be eligible to serve irrespective of age.

34. The Governing Body may from time to time and at any time appoint any Member of the Association as a Member of the Governing Body either to fill a casual vacancy or by way of addition to the Governing Body provided that the requirements of Article 31 are complied with. Any Member so appointed shall retain his office only until the next Annual General Meeting and shall then retire.

35. Except as provided by Article 46 below any Member of the Association elected at a General Meeting as a Member of

the Governing Body shall (subject to Article 38 below) retain his membership until the Tenth Annual General Meeting following his election and shall then retire.

36. Any Member of the Governing Body retiring at an Annual General Meeting shall be eligible for re-election.

37. No person who is not a Member of the Association shall be eligible to hold office as a Member of the Governing Body. No person who is a headmaster or assistant master of a school owned by the Association and no person who is otherwise in receipt of a salary, fees, remuneration or other benefit in money or money's worth from the Association (save as permitted in relation to Members of the Association by Clause 4 of the Memorandum of Association) shall be eligible for Membership of the Governing Body.

38. Section 185 of the Act (as to retirement of Directors under age limit) shall apply to Members of the Governing Body other than ex-officio members except that the age of seventy five years be substituted for the age of seventy years referred to therein.

#### POWERS OF THE GOVERNING BODY.

39. In addition and without prejudice to the provisions of Section 184 of the Act the Association may by Extraordinary Resolution remove any Member of the Governing Body (other than an ex-officio Member) before the expiration of his period of office and may by an Ordinary Resolution appoint another Member of the Association in his stead.

40. The business of the Association shall be managed by the Governing Body who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Association as they think fit and may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these presents required to be exercised or done by the Association in General Meeting subject nevertheless to any regulations of these presents to the provisions of the statutes for the time being in force and affecting the Association and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in General Meeting but no regulation made by the Association in General Meeting shall invalidate any prior act of the Governing Body which would have been valid if such regulation had not been made.

Provided that :-

- (A) the Governing Body shall not deliberate upon or negotiate the acquisition of nor shall the Association acquire, whether



by purchase or gift or otherwise, any school of which a Member for the time being of the Governing Body is the proprietor or one of the proprietors or in which he is financially interested; and

- (B) the Governing Body shall not deliberate upon or negotiate nor shall the Association make or execute any service agreement with a headmaster or assistant master or other person who is for the time being a Member of the Governing Body.

41. The Members for the time being of the Governing Body may act notwithstanding any vacancy in their body; provided always that in case the Members of the Governing Body shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Governing Body for the purpose of admitting persons to Membership of the Association, filling up vacancies in their body or of summoning a General Meeting but not for any other purpose.

#### HEADMASTER.

42. The Headmaster of any School carried on by the Association shall be appointed by the Governing Body who shall first satisfy themselves that he is a regular communicant Member of the Church of England.

#### SECRETARY.

43. The Secretary shall be appointed by the Governing Body for such time at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act shall apply and be observed. The Governing Body may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### THE SEAL.

44. The Seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Governing Body and in the presence of at least two Members of the Governing Body and of the Secretary and the said Members and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE  
GOVERNING BODY.

45. The office of a Member of the Governing Body shall be vacated :-

- (A) if a receiving order is made against him or he makes any arrangement or composition with his creditors
- (B) if he becomes of unsound mind
- (C) if he ceases to be a Member of the Association
- (D) if by notice in writing to the Association he resigns his office
- (E) if he ceases to hold office by reason of any order made under Section 188 of the Act
- (F) if he is removed from office by a resolution duly passed pursuant to Section 184 of the Act
- (G) if he ceases to be a Member by virtue of Section 185 of the Act as hereinbefore varied.

RE-ELECTION OF MEMBERS OF THE  
GOVERNING BODY.

46. A Member of the Governing Body who retires at any Annual General Meeting in accordance with Article 32 or Article 35 of this Article and who is re-elected at the same Meeting shall (subject to Article 38 above and notwithstanding Article 35 above) retain his office only until the 5th Annual General Meeting following his re-election and shall then again retire; but this Article shall not apply to a Member of the Governing Body appointed under Article 34 and retiring in accordance with that Article.

47. The Association may at any Annual General Meeting at which a Member of the Governing Body retires under any provision of these Articles fill the vacated office by electing a Member of the Association thereto and in default the Member whose term of office has expired shall if offering himself for re-election and if eligible for re-election be deemed to have been re-elected unless at such Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Member shall have been put to the Meeting and lost.

48. No person not other than an existing Member of the Governing Body seeking re-election shall, unless recommended by the Governing Body for election, be eligible for election to Membership of the Governing Body at any General Meeting

unless within the prescribed time before the day appointed for the Meeting there shall have been given to the Secretary notice in writing by some Member of the Association duly qualified to be present and vote at the Meeting for which such notice is given of his intention to propose such person for election and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that between the date when the notice is served or deemed to be served and the day appointed for the Meeting there shall be not less than four nor more than twenty eight intervening days.

#### PROCEEDINGS OF THE GOVERNING BODY.

49. The Governing Body may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined four shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

50. A Member of the Governing Body may and on the request of a Member of the Governing Body the Secretary shall at any time summon a Meeting of the Governing Body by notice served upon the several Members of the Governing Body. A Member of the Governing Body who is absent from the United Kingdom shall not be entitled to notice of a Meeting.

51. The Chairman of the Governing Body shall be the Dean of the said Cathedral Church who shall preside at all Meetings of the Governing Body at which he shall be present but if at any Meeting the Dean be not present within five minutes after the time appointed for holding the Meeting and willing to preside the Members of the Governing Body present shall choose one of their number to be Chairman of the Meeting.

52. A Meeting of the Governing Body at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Governing Body generally.

53. The Governing Body may delegate any of their powers to committees consisting of such Member or Members of the Governing Body as they think fit and any committee so formed shall, in the execution of the powers so delegated, conform to any regulations imposed on it by the Governing Body. The Meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body as aforesaid.

COMPANY NUMBER 675586

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION OF

TRURO CATHEDRAL SCHOOL LIMITED

At an Extraordinary General Meeting of the members of the above-named Company, duly convened and held at the Cathedral Office, 21 Old Bridge Street, Truro on the 17th day of July 1992, the following Special Resolution was passed:-

SPECIAL RESOLUTION

That the Memorandum of Association of the Company be altered by adding to the end of clause 3(A)(ii) the following words:-

'unless their father or grandfather attended Truro Cathedral School'.



Signature: *Anthony J. Smith*  
~~Chairman or Director or Secretary~~

\* Delete as appropriate

*TJ 02/02/93*  
JORDAN & SONS  
21 ST THOMAS ST  
BRISTOL, BS1 6JS

675586

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

TRURO CATHEDRAL SCHOOL LIMITED

*Anthony J. Jordan*  
*Director & Secretary*  
WE HEREBY CERTIFY that this print  
incorporates all alterations made to  
this company's Memorandum  
Association by filed resolutions  
and is lodged in compliance with the  
requirements of section 18 of  
the companies Act 1985.

22 OCT 1993

(As altered by Special Resolutions passed on the 24th day of March 1982, the 19th  
day of June 1984 and the 17th day of July 1992)

1. The name of the Company (hereinafter called "the Association") is "TRURO  
CATHEDRAL SCHOOL LIMITED".

2. The registered office of the Association will be situate in England.

3. The objects of the Association are as follows and the Association is  
established to do all or any of the following things for the purpose of attaining the  
objects of the Association and observing and performing whatever may be required  
by law in order legally to carry out such objects:-

(A) (i) To promote and encourage the furtherance of independent  
education for boys, girls and students attending the Schools in the Diocese of Truro  
in which instruction is given in accordance with the doctrines of the Church of  
England and/or Churches in Communion therewith, and/or

(ii) To assist boys, girls and students including the choristers of Truro  
Cathedral to attend Schools, Colleges, Institutions, or Classes for the purpose of  
education by contributing towards or paying their fees and/or travelling expenses or  
other incidental expenses or by providing them with maintenance allowances,  
provided that candidates for those benefits shall be boys, girls and students resident  
in the Diocese of Truro unless their father or grandfather attended Truro Cathedral  
School.

(iii) To assist in providing facilities for recreation for the benefit of  
boys, girls and students attending Schools and/or Colleges in the Diocese of Truro,  
and/or

(iv) Providing Boarding House, Hostel or Lodging House or other  
accommodation for boys, girls and students undergoing education or courses in the  
Diocese of Truro.

(v) In otherwise promoting education including social and physical  
training for boys, girls and students in the Diocese of Truro.



JORDAN & SONS  
21 ST THOMAS ST  
BRISTOL BS1 6JS

AND IN EACH SUCH CASE prime regard shall be had to the promotion of education in accordance with the doctrines of the Church of England.

(B) To acquire and carry on or assist and/or support the carrying on in the United Kingdom any School or Schools for the education of children.

And for the purposes aforesaid or any of them:-

(C) To pay all costs, charges and expenses incurred in the promotion and establishment of the Association.

(D) To provide all appropriate books and equipment and Boarding and other accommodation for teachers and students at any School owned, assisted or supported by the Association.

(E) To engage such teaching and other staff as may be necessary for the efficient conduct of any School carried on by the Association and to dismiss such staff or any of them and to provide pensions for such staff or any of them (not being members or a member of the Association).

(F) To award prizes and scholarships to pupils or intending pupils for proficiency in studies exercise or games and to provide pecuniary exhibitions or scholarships for the benefit of pupils who become students at any of the Universities or at any other places of education or who undertake any special course of instruction or research work and to provide means for training student teachers and students in the theory and practice of education.

(G) To provide the services of a Chaplain and a chapel or chapels or other suitable accommodation with the appropriate ornaments furnishings and books for the celebration of Divine Service in accordance with the rites and ceremonies of the Church of England and otherwise so as to meet the religious requirements of pupils and staff.

(H) To provide playing fields games courts recreation grounds and buildings swimming baths and other accommodation in connection with sports games and pastimes of all kinds at any school owned by the Association.

(I) To carry on farming dairy and poultry farming stock breeding market gardening fruit farming and nurseries on any property of the Association for the purpose of promoting the objects of the Association by providing and supplying any school or schools of the Association.

(J) To act as trustees governors or managers of any property endowment legacy bequest or gift for educational purposes.

(K) Subject to the provisions of the Companies Act for the time being in force to accept gifts of any real or personal property for the general purposes of the Association or for any particular purpose thereof.

(L) Subject to the provisions of the said Act to purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges which is or are necessary or convenient for the promotion of the objects



of the Association and to construct maintain and alter any buildings or erections necessary or convenient for the work of the Association.

(M) To sell improve manage develop exchange lease mortgage dispose of or turn to account or otherwise deal with all or any of the property or rights of the Association as may be thought expedient with a view to the promotion of its objects.

(N) To undertake and execute any trusts which may lawfully be undertaken by the Association and which may be conducive to its objects.

(O) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.

(P) To invest the moneys of the Association not immediately required for its purposes in or upon such investments securities or property as may be thought fit.

(Q) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.

(R) To do all such other lawful things as are incidental to the attainment of the above objects or any of them.

Provided always and it is hereby declared that the Association exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Association which is not both a charitable and an educational object.

Provided also that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education the Association shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated and in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth

In this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of Dividend Bonus or otherwise howsoever by way of profit to the Members of the Association Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Association or to any Member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Association but so that no Member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association.

5. No addition alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The liability of the Members is limited.

7. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member or within one year after he ceases to be a Member for payment of the debts and liabilities of the Association contracted before the time he ceases to be a Member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.

8. (a) Upon the winding up or dissolution of the Association after satisfaction of the following:-

(i) All Debts and Liabilities.

(ii) The provision for the continuance of any pension or allowances to retired employees of the Association or to the dependents of deceased employees in accordance with any pension scheme for the time being in force at the date of liquidation.

(iii) Provision for compensation (not exceeding 6 months salary) for any Members of the staff of the school (whether engaged in teaching or other kind of work) where considered appropriate by the Members of the Association after taking into account the provisions of the Government Redundancy Payments Scheme.

The remaining assets or property of the Association shall be given or transferred to Three Trustees (two of whom shall be Members of the said Dean and Chapter) to be nominated by the Members of the Council of the Association and the said Three Trustees shall hold the said assets or property upon trust to apply the same exclusively in such manner as they shall think fit for charitable purposes including the promotion of education generally or to be given or transferred to some other institution or institutions having objects which are solely charitable and are similar to the objects of the Association (and which prohibits 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 Association under or by virtue of Clause 4 hereof) subject to the approval in writing of the Charity Commissioners. The Members of the Association may nominate to the said Three Trustees the names of such Institution or institutions as mentioned above PROVIDED THAT the said Three Trustees shall not be legally bound by such nomination.

NOTICE OF RESIGNATION OF AN AUDITOR

**J392**

Pursuant to section 392 of the Companies Act 1985  
as inserted by section 122 of the Companies Act 1989

Company Number

675586

Name of Company TRURO CATHEDRAL SCHOOL LIMITED  
(LIMITED BY GUARANTEE)

Registered Office 21 OLD BRIDGE STREET, TRURO,  
CORNWALL, TR1 2AH

\* delete as  
appropriate

~~we~~ KPMG PEAT MARWICK  
of PEAT HOUSE, NEWHAM ROAD  
TRURO  
CORNWALL TR1 2DP

hereby give notice that in accordance with section 390 of the Companies Act 1985 ~~we~~ resign as  
auditor(s) of the above company as from 31 DECEMBER 1994

Signed

*HPM Per which*

NOTE

1. This notice is not effective unless accompanied by form J394.
2. A copy of this notice has to be sent to the Registrar of Companies within 14 days of its deposit at the Registered Office of the company.

**JORDANS**

Jordan & Sons Limited  
21 St. Thomas Street, Bristol BS1 6JS Tel: 0272 230600 Telex 449119

7.00



Statement by person ceasing  
to hold office as auditor

J394

Pursuant to section 394 of the Companies Act 1985  
as inserted by section 123 of the Companies Act 1989

Company Number

675586

Name of Company TRURO CATHEDRAL SCHOOL LIMITED  
(LIMITED BY GUARANTEE)

Registered Office 21 OLD BRIDGE STREET, TRURO,  
CORNWALL, TR1 2AH

\* delete as  
appropriate

~~†We~~\* KPMG PEAT MARWICK  
of PEAT HOUSE, NEWHAM ROAD  
TRURO  
CORNWALL, TR1 2DP

hereby give notice in accordance with section 394 of the Companies Act 1985 that

- (a) ~~†We~~ confirm that in connection with my/our ceasing to hold office there are no circumstances which ~~†we~~ consider should be brought to the notice of members or creditors of the company.
- (b) ~~†We~~ consider the following circumstances connected with my/our ceasing to hold office should be brought to the notice of the members or creditors of the company:

Signed KPMG Peat Marwick

NOTE

1. A copy of this notice has to be sent to the Registrar of Companies within 14 days of its receipt at the Registered Office of the company.
2. A copy of any circumstances stated at (b) above, to every person who under the Companies Act 1985 is entitled to be sent copies of the accounts.

*P. Jordan*

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS Tel: 0272 230600 Telex 440110

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