

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

**of**

**THE YEHUDI MENUHIN SCHOOL LIMITED**

**Registered Company No: 818389**  
**Registered Charity No: 312010**

**(as amended by a special Resolution dated 7 October 2003)**



Note In accordance with section 28 of the Companies Act 2006, the provisions of this Memorandum are, with effect from 1 October 2009, deemed to be provisions of the company's Articles save to the extent that they are provisions of the kind mentioned in section 8 of that Act

Name	1	The name of the Company ("Company") is The Yehudi Menuhin School Ltd
Registered Office	2	The Registered office of the Company shall be in England
Objects	3	The object for which the Company is established is to provide and advance a general education and specialised education and training of the highest order in music and the performing arts by the provision and conduct in the United Kingdom of a day and boarding school or schools for children from any part of the world with talents for music and the performing arts and generally to foster music and the arts and general education of children by the provision of courses at the school or schools throughout the year
	4	For the purpose of attaining the abovementioned object but not further or otherwise the company shall have the following powers
Acquisitions	4 1	Subject to such consents as may be required by law, the power to purchase, take on lease, or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) and any rights or privileges the acquisition of which the Company may think necessary or convenient for any of the purposes of the Company
Pursuing the School's Objects	4 2	The power to carry on a School in pursuance of the Object under the name of The Yehudi Menuhin School Ltd or such other name as the Governors shall decide from time to time and the power in the absolute discretion of the Governors also to promote education and training
Scholarships Exhibitions, Prizes & Awards	4 3	The power at the absolute discretion of the Governors and on such terms as they see fit
	4 3 1	To institute, establish, contribute towards and administer scholarships, exhibitions, bursaries, grants awards and other benefactions tenable at the School to pupils selected on grounds of merit or considered worthy of suitable reward or mark of distinction
Bursaries & Allowances	4 3 2	To provide bursaries, grants, awards and maintenance allowances for pupils in financial need to enable them to attend the School and/or to enable them to participate in extra-curricular activities undertaken for educational purposes and to make such other allowances as the Governors shall in their absolute discretion consider appropriate
Leaving Exhibitions	4 3 3	During or at the end of any School year to award Leaving Exhibitions to pupils leaving the School in that year and tenable at any university or other institution of higher or further education (including professional or technical education) approved by the Governors or for the purpose of enabling the exhibitioner to pursue a course of study approved by them or on ceasing to attend an educational establishment, to prepare for, or enter employment or other work or calling

Concert and other events	4 3 4	To provide for the delivery of concerts, dance or drama performances, entertainments, lectures, conferences, public meetings, exhibitions and other things reasonably required for the advancement of the education of children
Counselling	4 4	The power to provide or procure the provision of counselling and guidance in furtherance of the objects or any of them
Additions & Alterations to buildings	4 5	The power to construct, maintain, add to, improve, furnish, equip and alter any building or erection necessary for the work of the Company
Facilities	4 6	The power to provide a School or Schools, classrooms, offices, board, lodgings and other facilities for pupils, teachers and others instructed or employed by the Company, including facilities for study, research, recreation and also performance of artistic and cultural activities of every description
	4 7	
Disposal of Assets	4 7 1	The power (subject to the Charities Act 1993 and in Particular to Part V) to sell, lease, mortgage, turn to account, manage and improve all or any of the property or assets of the company subject to such terms and conditions as may be thought expedient and to exercise any rights, privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Company may be obliged or required or ought to do as the owner of such property or assets
Trading Company	4 7 2	The power, in exchange for full value consideration and subject to Part V of the Charities Act 1993, to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose (inter alia) of benefiting the Company It shall be a condition of any such licence or disposition that the trading company shall by some tax effective means (currently by Gift Aid) transfer all its profit of a capital and income nature in favour of the Company and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Company for non-charitable purposes
Procurement of Funds	4 8	The power to procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not Provided always that any moneys so received by the Company shall be used or applied by the Company for or towards its charitable objects
Acting as Trustee	4 9	The power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be necessary or desirable for the attainment of its objects, and to perform any services in furtherance of the objects of the Company, gratuitously or otherwise
Publicity	4 10	The power to adopt such means of publicising the Company and its objects and activities as may seem expedient, and in particular by

advertising in any media, and by granting prizes, awards and donations

Employment	4 11	The power
	4 11 1	to employ a Head (by whatever title known) to carry on the day-to-day work of the School comprised within the Company from time to time and to manage the Company's property or any part thereof subject always to the control and supervision of the Board of Governors, and
	4 11 2	to employ such officials, teaching staff and non-teaching staff as and upon such terms as the Board of Governors thinks fit, and
	4 11 3	to decide and to fix salaries (subject always to Clause 5 of this Memorandum) as the Board of Governors may deem proper and to enter into any service agreements which they shall consider necessary or desirable, and
	4 11 4	to terminate any such employment upon such terms as the Board of Governors may decide
Methods of raising income	4 12	The power to take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, electronic communication or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Company to carry out any of its objects which may require such assistance
Borrowing	4 13	Subject to such consents as may be required by law, the power to issue debentures, debenture stock and other securities and to borrow and raise money, and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) the discharge by the Company or any other person of any obligation or liability, for the purposes of the Company on such terms and in such manner as the Board of Governors may think fit
	4 14	
Advancing Money and Credit	4 14 1	The power to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with clause 4 7 2 of this Appendix, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
Bank Accounts	4 14 2	The power to open and operate bank accounts, and to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell, and deal with, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities
Subscriptions and	4 15	The power to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or

Guarantees		calculated to further its objects
Donation	4 16	The power to make any charitable donation either in cash or assets for the furtherance of the objects of the Company
Investment	4 17	The power to invest the moneys of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law
	4 18	To delegate the management of investments to a financial expert, but only on terms that
	4 18 1	the investment policies are set down in writing for the financial expert by the Governors,
	4 18 2	every transaction is reported promptly to the Secretary,
	4 18 3	the performance of the investments is reviewed regularly with the Governors,
	4 18 4	the Governors are entitled to cancel or renegotiate the delegation arrangements at any time,
	4 18 5	the investment policies and the delegation arrangements are reviewed at least once a year,
	4 18 6	all payments due to any financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Secretary on receipt,
	4 18 7	any financial expert must not do anything outside the powers of the Governors
	4 19	To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Governors or of a financial expert acting under their instructions and to pay any reasonable fee required
Conversion	4 20	The power to convert capital into income and to use the same for the general purposes of the charity subject always to prior authorisation of the Charity Commission in a case of property or funds (if any) which are permanent endowment
Alliances	4 21	The power to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only
	4 22	The power to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum on the Company
Transfer of Assets	4 23	The power to transfer or make over with or without valuable consideration any part of the property or assets of the Company not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects or object,

provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by this Memorandum upon the Company and subject in all respects to the provisions of the Charities Act 1993 and any amendment or re-enactment thereof

Pensions and Superannuation	4 24	The power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants
Indemnity Insurance for Employees	4 25	The power to insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, and voluntary workers from and against all such risks incurred in the course of their duties as may be thought fit
Insurance of Company Property	4 26	The power to insure the Company and the Company's property against such risks as the Board of Governors shall consider it prudent or necessary to insure against
Indemnity for Insurance for Trustees	4 27	To provide indemnity insurance to cover the liability of the directors
	4 27 1	which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the company,
	4 27 2	to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986
	4 27 3	Any such insurance in the case of 4 27 1 shall not extend to
	4 27 3 1	any liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company or not,
	4 27 3 2	any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors,
	4 27 3 3	any liability to pay a fine
	4 27 4	Any insurance in the case of 4 27 2 shall not extend to any liability to make such a contribution where the basis of the director's liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation
Enactment	4 28	The power to make byelaws, rules and regulations with regard to the affairs or the management of the Company
Formation Costs	4 29	The power to pay out of the funds of the Company all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company

	4 30	The power to apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Company to carry any of its objects into effect or of effecting any modifications of the Company's constitution provided however that no modifications shall be made to the Company's constitution by which its objects would cease to be exclusively charitable or for any other purpose which may be considered expedient and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Company's interests
	4 31	The power to procure the registration or incorporation of the Company in or under the laws of any place outside England and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state colony, province, dominion, sovereign or authority supreme, municipal, local or otherwise for the purpose of enabling the company to carry any of its objects into effect
Additional Powers	4 32	The power to do all such other lawful things as are necessary or desirable for the attainment of the above objects or any of them
		PROVIDED THAT
Employees etc	4 32 1	The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
	4 32 2	In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with the same in such manner as allowed by law having regard to such trusts
	4 32 3	In case the Company shall hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Company shall not sell, mortgage, charge, or lease such property without such authority, approval or consent as may be required by law
Income and Property to be Applied to Objects	5	The income and property of the Company obtained from any source shall be applied solely toward the promotion of its objects as described in this Memorandum of Association and no part of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or in any other way by way of profit, to members of the Company and no Governor shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Company except as authorised by this Memorandum
		PROVIDED THAT the Company may make payment in good faith of
Payment of Employees Etc	5 1	reasonable and proper remuneration and benefits to any officer or servant of the company (not being a member of the Board of Governors of the Company) for any services actually rendered to the Company, and/or
Interest on Loans By Members	5 2	interest on money lent by any member of the Company or of its Board of Governors at a rate per annum not exceeding 2% over the base rate prescribed for the time being by Barclays Bank plc, or 3% whichever is the greater, and/or

Rent for Property Let by Members	5 3	reasonable and proper rent or other payment for premises demised, let or licensed to the Company by any member of the Company or any member of the Board of Governors, and/or
Fees etc to a Company in which a Governor has an Interest	5 4	fees, remuneration or other benefit in money or money's worth to a company of which a Governor is a member holding not more than 1% of the capital thereof and such member shall not be bound to account for any share of profits he may receive in respect of any such payment, and/or
Governors' Expenses	5 5	re-imbusement to any Governor of expenses reasonably and properly incurred in the performance of his duties or otherwise in connection with the conduct of the affairs of the Company, and/or
Indemnity Insurance	5 6	of any premium in respect of any indemnity insurance to cover the liability of the directors which, by virtue of any rule of law would otherwise attach to them in respect of any negligible, default, breach of trust or breach of duty of which they may be guilty in relation to the company Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors
Cy-Pres	6	If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions, having objects similar to the objects of the Company
Accounts	7	Proper accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods or services by the Company and of the property, assets and liabilities of the Company, and such accounts shall be open at all reasonable times to the inspection of the Members
Amendments to the Memorandum	8	No addition alteration or amendment to which s64 of the Charities Act 1993 applies shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall have first have been submitted to and approved by the Charity Commission and no such addition alteration or amendment shall be made to or in the provisions of such Memorandum which would cause the Company to cease to be a charity at law
Liability	9	The liability of the Members is limited
Guarantee	10	Every Ordinary Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is an Ordinary Member or within one year after he ceases to be an Ordinary Member for payment of the debts and liabilities of the Company contracted before he ceased to be an Ordinary Member and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding



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In this Memorandum “the Board of Governors” shall mean the persons appointed as such under the Articles of Association to have the general control and management of the administration of the Company. Heading, sub-headings and format lines are for ease of reading and do not form part of the Memorandum.