

41

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with
the requirements of the
Companies Acts 1948 to 1976 on
application for registration
of a companyPursuant to section 15 (2) of the Companies Act 1948 as
amended by the Companies Act 1976For official use
1307528Please do not
write in this
binding marginPlease complete
legibly,
preferably in
black type or
bold black
lettering.
*Delete if
inappropriate.

Name of Company

ASCHAM HOUSE SCHOOL TRUST	Limited*
---------------------------	----------

I, RONALD HUME MARDEN HARGREAVE
of Cross House, Westgate Road, Newcastle upon Tyne, NE99 1SB

do solemnly and sincerely declare that I am a solicitor of the Supreme Court
engaged in the formation

of Ascham House School Trust
Limited*

† Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland "a
Solicitor")
engaged in the
formation of
the company,
or a person
named in the
statement
delivered under
section 21 of the
Companies Act
1976 as a director
or secretary of the
company.

and that all the requirements of the Companies Acts 1948 to 1976 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

Newcastle upon Tyne

the Twenty third day of June

One thousand nine hundred and eighty

before me

J Baker
A solicitor having the powers conferred on a Commissioner for Oaths
by the Companies Act 1976

† for Notary
Public or Justice
of the Peace or
Solicitor having
the powers
conferred on a
Commissioner
for Oaths.

Presenter's name, address
and reference (if any):

Dickinson Dees
Cross House
Westgate Road
Newcastle upon Tyne
NE99 1SB

Ref: Q.113271

For official use
General section

Post room



COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

1507528/2

Memorandum of Association

OF

ASCHAM HOUSE SCHOOL TRUST LIMITED



1. The name of the Company (hereinafter called "the Trust") is "Ascham House School Trust Limited."
2. The Registered Office of the Trust will be situate in England.
3. The objects for which the Trust is established are to promote and provide for the advancement of education and in connection therewith to conduct, carry on, acquire and develop in the United Kingdom any boarding or day school or schools for the education of children of either sex or both sexes and in furtherance thereof and as ancillary thereto:-
 - (A) To provide all appropriate books and equipment and boarding and other accommodation for teachers and students at any school owned by the Trust.
 - (B) To offer exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school owned by the Trust for the purpose of enabling, assisting or encouraging the education of such students.
 - (C) To offer scholarships and exhibitions and to make grants and allowances to any student or past student of any school owned by the Trust for the purpose of proceeding to any university or other educational establishment.
 - (D) 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 Trust.
 - (E) To carry on farming, dairy and poultry farming, stock breeding, market gardening, fruit farming and nurseries on any property of the Trust for the purpose of promoting the objects of the Trust by providing and supplying produce to any school or schools of the Trust.
 - (F) To act as trustees, governors or managers of any real or personal property given or held upon trust for educational purposes.
 - (G) To accept gifts of any real or personal property for the general purposes of the Trust or for any particular purpose thereof.



- (H) 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 Trust and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Trust.
- (I) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought expedient with a view to the promotion of its objects.
- (J) To borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Trust's property.
- (K) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject, or representing property subject, to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (L) To amalgamate, affiliate or co-operate with and subscribe to any association, society or corporation whose objects shall be both charitable and educational, and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society or corporation: Provided that the Trust shall not amalgamate, affiliate with or subscribe to any association, society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Trust under or by virtue of clause 4 hereof.
- (M) Subject to clause 4 hereof to grant pensions, allowances or gratuities to past or present officers or servants of the Trust or to the dependants of such persons, and to establish and maintain or participate in trust funds or Schemes (whether contributory or non-contributory) for providing pensions or other benefits for any such persons as aforesaid, and to insure the life of any person whose services are of value to the Trust in such sum as the Trust or the Governing Body thereof may deem expedient and to pay the necessary premiums for keeping such insurance on foot.
- (N) To do all such other things as are necessary for the attainment of the above objects or any of them.

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

Provided also that the Trust 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 Trust, would make it a Trade Union.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust 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 Trust 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 Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners 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 Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust 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 Trust shall be applied solely towards the promotion of its objects 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 members of the Trust and no member of its Council of Management or Governing Body shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust. ✓

Provided that nothing herein shall prevent any payment in good faith by the Trust:-

- (a) of reasonable and proper remuneration to any member, officer, or servant of the Trust (not being a member of its Council of Management or Governing Body) for any services rendered to the Trust;
- (b) of interest on money lent by any member of the Trust or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the minimum lending rate for the time being prescribed by the Bank of England or 3 per cent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of its Council of Management or Governing Body;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body of the Trust may also be a member holding not more than 1/100th part of the capital; and
- (e) to any member of its Council of Management or Governing Body, out-of-pocket expenses.

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 Charity Commissioners.

6. The liability of the members is limited.

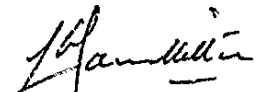
7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.


8. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust 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 Trust under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object being also an educational object.

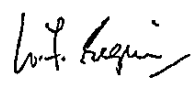
9. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, credits and liabilities of the Trust; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Trust 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.


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

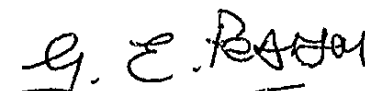
NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS



26 North Avenue, Gosforth,
Newcastle upon Tyne.
Chartered Accountant



Rock Cottage, Tranwell,
Morpeth, Northumberland
Solicitor

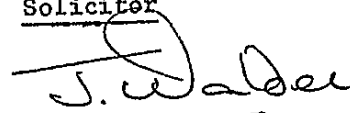

41, Hermitage Gardens,
Edinburgh.
Investment Consultant

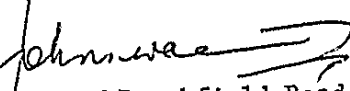

All Saints Vicarage, Brackenfield Road,
Gosforth, Newcastle upon Tyne
Vicar of All Saints

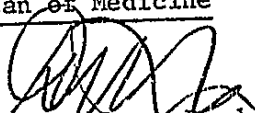

Castlerigg, Brancepeth Village
Durham DH7 8DE
Building Contractor


14 North Avenue, Gosforth,
Newcastle upon Tyne
Stockbroker


Meadow Court, Beechfield Road,
Gosforth, Newcastle upon Tyne.
Solicitor

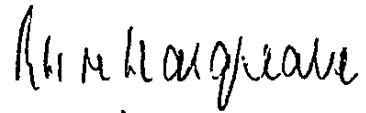

15 Wilson Gardens, Gosforth,
Newcastle upon Tyne
Chartered Surveyor


Holmwood, 9 Beechfield Road,
Gosforth, Newcastle upon Tyne
Dean of Medicine


9 Lindisfarne Road, Jesmond,
Newcastle upon Tyne NE2 2HE
Chartered Accountant

Dated the 23rd day of June 1980

Witness to the above Signatures-



Solicitor Newcastle upon Tyne

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

Articles of Association
OF

1507528 | 3

ASCHAM HOUSE SCHOOL TRUST LIMITED

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 Acts 1948 - 1980
These presents	These Articles of Association and the regulations of the Trust from time to time in force.
The Trust.	The above-named Trust.
The Governing Body	The Governing Body for the time being of the Trust.
The Office	The registered office of the Trust.
The Seal	The common seal of the Trust.
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 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 Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Trust 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 Trust, and every member of the Trust shall either sign a written consent to become a member or sign the register of members on becoming a member
4. The Trust 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 Trust.
6. No person shall be admitted a member of the Trust 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 Trust he must first sign and deliver to the Trust an application of 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. A person may terminate his membership of the Trust by giving to the Trust notice in writing to that effect in such form as the Governing Body shall require.

GENERAL MEETINGS

8. The Trust 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 such meeting, and that so long as the Trust 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.
9. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
10. 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.
11. 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 Trust; 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.
12. 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

13. 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, and 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.
14. 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 three members personally present shall be a quorum.
15. 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.
16. 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 Trust who shall be present to preside.
17. 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.
18. 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 Trust 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.
19. Subject to the provisions of Article 20, 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.

20. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
21. 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.
22. 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

23. Subject as hereinafter provided, every member shall have one vote.
24. 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 Trust 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.
25. Votes may be given on a poll either personally or by proxy. On a show of hands a member 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.
26. 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.
27. 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 an 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.
28. 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.
29. Any instrument appointing a proxy shall be in one of the following forms or as near thereto respectively as circumstances will admit:-

ASCHAM HOUSE SCHOOL TRUST LIMITED

"I,

"of
"a member of Ascham House School Trust Limited, hereby appoint,

"of
"or failing him,

"of
"being members of Ascham House School Trust Limited, to vote for
"me and on my behalf at the (Annual/Extraordinary/Adjourned) General
"Meeting of the Trust to be held on the day of

"As Witness my hand this day of , 19 ."

ASCHAM HOUSE SCHOOL TRUST LIMITED

"of
"a member of Ascham House School Trust Limited, hereby appoint
"
"of
"or failing him
"of
"being members of Ascham House School Trust Limited, as my/our
"proxy to vote for me/us on my/our behalf at the (Annual/Extraordinary/
"Adjourned) General Meeting of the Trust to be held on the
"day of , 19 ,
"and at any adjournment thereof.

"As witness my hand this _____ day of _____, 19____.
 "This form is to be used *in favour of the resolution(s) to be proposed
against

"Unless otherwise instructed the proxy will vote as he thinks fit.

"*Strike out whichever is not desired."

THE GOVERNING BODY.

30. 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 thirty.
31. The first members of the Governing Body shall be the subscribers to the Memorandum of Association.
32. The Governing Body may from time to time and at any time appoint any member of the Trust 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 prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.
33. No person who is not a member of the Trust 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 Trust and no person who is otherwise in receipt of a salary, fees, remuneration or other benefit in money or money's worth from the Trust (save as permitted in relation to members of the Governing Body by clause 4 of the Memorandum of Association) shall be eligible for membership of the Governing Body.
34. Section 185 of the Act (as to retirement of directors under age limit) shall apply to members of the Governing Body except that the age of seventy-five years be substituted for the age of seventy years referred to therein.

POWERS OF THE GOVERNING BODY

35. The business of the Trust 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 Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust, and as are not by statute or by these presents required to be exercised or done by the Trust 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 Trust, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust 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 Trust 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 Trust 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.
36. 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 Trust, filling up vacancies in their body or of summoning a General Meeting, but not for any other purpose.

THE SECRETARY

37. Subject to Clause 21(5) of the Companies Act 1976, the Secretary shall be appointed by the Governing Body for such time, at such remuneration and upon such conditions consistent with the provisions of Clause 4 of the Memorandum of Association as the Governing Body 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

38. The seal of the Trust 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 Trust such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE

GOVERNING BODY

39. 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 Trust.
- (D) If by notice in writing to the Trust 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.

ROTATION OF MEMBERS OF THE

GOVERNING BODY

- 40. At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-third of the members of the Governing Body for the time being, or if their number is not a multiple of three, then the number nearest to one-third, shall retire from office.
- 41. The members of the Governing Body to retire shall be those who have been longest in the office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Governing Body shall be eligible for re-election, and shall act as a member of the Governing Body throughout the meeting at which he retires.
- 42. The Trust may, at the meeting at which a member of the Governing Body retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if offering himself 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.
- 43. No person not being a member of the Governing Body retiring at the meeting 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 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.

44. The Trust may from time to time in General Meeting increase or reduce the number of members of the Governing Body and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

PROCEEDINGS OF THE GOVERNING BODY

45. 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 there 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.
46. 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.
47. The Governing Body shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Governing Body at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Governing Body shall choose one of their number to be Chairman of the meeting.
48. 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 Trust for the time being vested in the Governing Body generally.
49. 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.
50. 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.
51. 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 Trust 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 meetings, 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.
52. 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

53. 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 Trust and the matters in respect of which such receipts and expenditure take place;
- (B) All sales and purchase of goods by the Trust; and
- (C) The assets and liabilities of the Trust.

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 affairs of the Trust and to explain its transactions.

54. The books of account shall be kept at the office, or, subject to section 12(6) and 12(7) of the Companies Act 1976, 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.
55. The Trust 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 Trust, or any of them, and subject to such restrictions the accounts and books of the Trust shall be open to the inspection of such members at all reasonable times during business hours.
56. At the Annual General Meeting in every year the Governing Body shall lay before the Trust a proper income and expenditure account for the period since the last preceeding account (or in the case of the first account since the incorporation of the Trust) 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 notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditor's report shall be open to inspection and be read before the meeting as required by section 162 of the Act, and section 14 of the Companies Act 1967.

AUDIT

57. Once at least in every year the accounts of the Trust 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.
58. Auditors shall be appointed and their duties regulated in accordance with section 161 of the Act, section 14 of the Companies Act 1967 and sections 13 to 18 of the Companies Act 1976, the members of the Governing Body being treated as the Directors mentioned in those sections.

NOTICES

59. A notice may be served by the Trust 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.

60. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give the Trust 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 Trust.
61. 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

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Hamilton
26 North Avenue, Gosforth,
Newcastle upon Tyne
Chartered Accountant

Rock
Rock Cottage, Tranwell,
Morpeth, Northumberland
Solicitor

W.F. Kerr
41 Hermitage Gardens,
Edinburgh
Investment Consultant

John Little
All Saints Vicarage, Brackenfield Road,
Gosforth, Newcastle upon Tyne
Vicar of All Saints

G. E. Brown
Castlerigg, Brancepeth Village
Durham DH7 8PE
Building Contractor

Nigel Shrook
14 North Avenue, Gosforth,
Newcastle upon Tyne
Stockbroker

Ames
Meadow Court, Beechfield Road,
Gosforth, Newcastle upon Tyne
Solicitor

J. W. Dale
15 Wilson Gardens, Gosforth,
Newcastle upon Tyne
Chartered Surveyor

John
Holmwood, 9 Beechfield Road,
Gosforth, Newcastle upon Tyne
Dean of Medicine

Ally
9 Lindisfarne Road, Jesmond,
Newcastle upon Tyne NE2 2HE
Chartered Accountant

Dated the 23rd day of June 1980

Witness to the above Signatures:-

R. M. Chapman
Solicitor Newcastle upon Tyne

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
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binding marginPlease complete
legibly, preferably
in black type, or
bold black lettering* delete if
inappropriate

Company number

1507528

4

Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

Ascham House

North Avenue

Gosforth

Newcastle upon Tyne 3

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

DICKINSON DEES

CROSS HOUSE, WESTGATE ROAD, NEWCASTLE UPON TYNE,

NE99 1SB

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

7

Presenter's
reference (if any): Q.113271For official use
General section

Post room



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write in this
binding margin

Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Name (note 2)	KENNETH JAMES HILTON	Business occupation	Chartered Accountant
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	26 North Avenue Gosforth, Newcastle upon Tyne, 3.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
The Newcastle Building Society			
M. Bender (Northern) Limited			
I hereby consent to act as director of the company named on page 1			
Signature <i>K. Hilton</i>		Date 23rd June 1980	

Name (note 2)	HENRY AITCHISON	Business occupation	Solicitor
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	Rock Cottage Tranwell, Morpeth, Northumberland	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
Vald. Birn (UK) Ltd.			
Kew Sales Ltd.			
W.E. Harker Ltd			
Marine Furnishing Services Ltd			
I hereby consent to act as director of the company named on page 1			
Signature <i>H. Aitchison</i>		Date 23rd June 1980	

Name (note 2)	WILLIAM FRASER ELGIN	Business occupation	Investment Consultant
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	41 Hermitage Gardens, Edinburgh	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
Tyndall Group Ltd, Tyndall Investment Services Ltd. Triplevest Ltd., Derby Trust Ltd.			
Hyde Park Finance Ltd. Hyde Park Finance Holdings Ltd.			
I hereby consent to act as director of the company named on page 1			
Signature <i>W. Fraser Elgin</i>		Date 23rd June 1980	

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Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	AUSTIN RUBERY
Former name(s) (note 3)	
Address (notes 4 & 7)	The Coach House, Wylam Hall Wylam, Northumberland
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>A. Rubery</i> Date 23rd June 1980

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

delete as
appropriate

Signature *Dickinson Dees* ~~[Subscriber]~~ [Agent]† Date 23rd June 1980
DICKINSON DEES - Solicitors acting in the incorporation of the Company.

Signature [Subscriber] [Agent]† Date

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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 1
to Form No. 1

Company number

1807528

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inappropriate

Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)	Business occupation
JOHN RICHARDSON LITTLE	Vicar of All Saints
Former name(s) (note 3) None	Nationality
Address (note 4) All Saints Vicarage,	British
Brackenfield Road, Gosforth,	Date of birth (where applicable)
Newcastle upon Tyne	(note 6)
I hereby consent to act as director of the company named on page 1	
Signature John Richardson Little	Date 23rd June 1980

Particulars of other directorships

None



continued overleaf†

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inappropriate

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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 2
to Form No. 1

Company number

1807528

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inappropriate

Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)

GORDON EDWARD PEARSON

Business occupation

Building Contractor

Former name(s) (note 3) None

Nationality

British

Address (note 4) Castlerigg,

Brancepeth Village, Durham DH7 8DE

Date of birth (where applicable)
(note 6)

I hereby consent to act as director of the company named on page 1

Signature

G. E. Pearson

Date 23rd June 1980

Particulars of other directorships

Elvet Joinery Ltd.



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inappropriate

continued overleaf†

Statement of first directors and secretary and intended situation of registered office

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Continuation sheet No. 3
to Form No. 1

Company number

130 1528

Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)	NIGEL SHERLOCK	Business occupation
		Stockbroker
Former name(s) (note 3)	None	Nationality
		British
Address (note 4)	14 North Avenue	Date of birth (where applicable) (note 6)
	Gosforth, Newcastle upon Tyne, 3	
I hereby consent to act as director of the company named on page 1		
Signature	Nigel Sherlock	Date 23rd June, 1980

Particulars of other directorships

J.T. Dove Pension Trust Ltd.
Newcastle Diocesan Board of Finance



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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 4.....
to Form No. 1

Company number

1507328

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Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)	Business occupation
ANNE THOM	Solicitor
Former name(s) (note 3) None	Nationality
Address (note 4) Meadow Court,	British
Beechfield Road, Gosforth,	Date of birth (where applicable)
Newcastle upon Tyne	(note 6)
I hereby consent to act as director of the company named on page 1	
Signature <u>Anne Thom</u>	Date 23rd June 1980

Particulars of other directorships

Cheviot Pro-Fina Ltd.

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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 5
to Form No. 1

Company number

1307828

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Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)

JOHN MICHAEL WALDER

Business occupation

Chartered Surveyor

Former name(s) (note 3)

None

Nationality

British

Address (note 4)

15 Wilson Gardens,

Gosforth, Newcastle upon Tyne, 3.

Date of birth (where applicable)
(note 6)

I hereby consent to act as director of the company named on page 1

Signature

J. M. Walder

Date

23rd June 1980

Particulars of other directorships

None



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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. ⁶
to Form No. 1

Company number

1507528

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Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2) Professor Sir JOHN NICHOLAS WALTON

Business occupation

Dean of Medicine

Former name(s) (note 3) None

Nationality

British

Address (note 4) Holmwood,

Date of birth (where applicable)
(note 6)

9, Beechfield Road, Gosforth,

Newcastle upon Tyne

I hereby consent to act as director of the company named on page 1

Signature

Date 23rd June 1980

Particulars of other directorships

None



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inappropriate

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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

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Continuation sheet No. 7
to Form No. 1

Company number

1507528

Name of Company

ASCHAM HOUSE SCHOOL TRUST

Limited*

Particulars of other directors (continued)

Name (note 2)	DAVID KEITH WILSON	Business occupation
		Chartered Accountant
Former name(s) (note 3)	None	Nationality
Address (note 4)	9 Lindisfarne Road, Jesmond, Newcastle upon Tyne, NE2 2HE	British
		Date of birth (where applicable) (note 6)
I hereby consent to act as director of the company named on page 1		
Signature		Date 23rd June, 1980

Particulars of other directorships

None



continued overleaf†

†delete if
inappropriate



CERTIFICATE OF INCORPORATION

No. 1507528

I hereby certify that

ASCHAM HOUSE SCHOOL TRUST LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the 10TH JULY 1980

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies