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COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE LANDAU FORTE COLLEGE

1. The Company's name is The Landau Forte College (and in this document it is called "the Trust").
2. The Trust's registered office is to be situated in England and Wales.
3. The Trust's objects ("the Objects") are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing a school offering a broad curriculum with a strong emphasis on, but in no way limited to technology and business enterprise ("the Academy").¹
4. In furtherance of the Objects but not further or otherwise the Trust may exercise the following powers:-
 - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Trust;
 - (b) to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (d) subject to clause 5(g) below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants: Provided that such staff shall not be governors, save for the head teacher of the Academy and staff or teacher governors elected in accordance with the Academy's Articles of Association;

¹ The objects and powers of the Company were amended by a special resolution passed on []

- (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
- (f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- (g) to establish, acquire, federate or partner other colleges, schools or academies elsewhere in the United Kingdom for like purposes and to carry on, maintain, develop and manage any colleges, schools or academies established, acquired, federated or partnered by the Trust;
- (h) to equip, furnish, fit up and maintain any college, school, academy, schoolhouses, rooms and other buildings and land for any purposes of the Trust;
- (i) to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- (j) to establish, maintain, carry on, manage and develop the Academy at Fox Street, Derby, Derbyshire, DE1 2LF;
- (k) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (l) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (m) to carry out research into the development and application of new techniques in education in particular in relation to the Academy's area of curricular specialisation and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in academies;
- (n) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Trust may think fit;

- (o) to invest the moneys of the Trust not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit, to hold the same as investments and to sell, exchange, carry and dispose of the same, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (p) to provide indemnity insurance to cover the liability of governors 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 Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the governors in their capacity as governors;
- (q) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy;
- (r) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

5. 5(1) The income and property of the Trust shall be applied solely towards the promotion of the Objects, and none of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Trust. This does not prevent a member who is not also a Governor receiving reasonable and proper remuneration for any goods or services supplied to the Trust.

(2) (a) A Governor may at the discretion of the Governing Body be reimbursed from the property of the Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Trust, but excluding expenses in connection with foreign travel.

(b) A Governor may benefit from any indemnity insurance purchased at the Trust's expense to cover the liability of the governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which governors knew to be a

breach of trust or breach of duty or which was committed by the governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against governors in their capacity as directors of the Trust.

(3) No Governor may:

- (a) buy any goods or services from the Trust;
- (b) sell goods, services, or any interest in land to the Trust;
- (c) be employed by, or receive any remuneration from the Trust;
- (d) receive any other financial benefit from the Trust;

unless:

- (i) the payment is permitted by sub-clause (4) of this clause and the Governors follow the procedure and observe the conditions set out in sub-clause (5) of this clause; or
- (ii) the Governors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

(4)(a) A Governor may receive a benefit from the Trust in the capacity of a beneficiary of the Trust.

(b) A Governor may be employed by the Trust or enter into a contract for the supply of goods or services to the Trust, other than for acting as a Governor.

(c) A Governor may receive interest on money lent to the Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors.

(d) A company of which a Governor is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Governor holds no more than 1% of the issued capital of that company.

(f) A Governor may receive rent for premises let by the Governor to the Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

(5) (a) The Trust and its Governors may only rely upon the authority provided by sub-clause 5(4) if each of the following conditions is satisfied:

(i) The remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances.

(ii) The Governor is absent from the part of any meeting at which there is discussion of:

- his or her employment or remuneration, or any matter concerning the contract; or
- his or her performance in the employment, or his or her performance of the contract; or
- any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(4); or
- any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(4).

(iii) The Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.

(iv) The other Governors are satisfied that it is in the interests of the Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against that disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).

(v) The reason for their decision is recorded by the Governors in the minute book.

(vi) A majority of the Governors then in office have received no such payments.

(b) The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:

(i) a partner;

(ii) an employee;

(iii) a consultant;

(iv) a governor; or

(v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

(6) In sub-clauses (2)-(5) of this clause 5:

(a) "company" shall include any company in which the Trust:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more governors to the Board of the company.

(b) "Governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Governor or any person living with the Governor as his or her partner.

6. The liability of the members of the Trust is limited.

7. Every member of the Trust undertakes to contribute such amount as may be required (not exceeding one pound) to the Trust's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Trust's debts and liabilities before he or she 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.

8. If the Trust is wound up or dissolved and after all its debts and liabilities (including

any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by clause 4 above, chosen by the members of the Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.

9. No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect (a) that the Trust would cease to be a company to which section 30 of the Companies Act 1985 applies; or (b) that the Trust would cease to be a charity.²

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

Martin Richard Landau
9 Montpellier Square
London SW7

M R Landau

² By a special resolution passed on [] clauses 8 and 9 of the Old Memorandum were amended and amalgamated into clause 9 above.

For and on behalf of
Melhigh Limited whose
registered office is at
79 New Cavendish Street
London W1 8AQ

A D Kerman

(Continued)

Dated the 21st day of February 1989

Witness to the above Signatories

M Beresford

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

Jonathon Sieff
22 Old Church Street
London SW3

J Sieff

(Continued)

Dated the 21st day of February 1989

Witness to the above Signatory

C Sieff
22 Old Church Street
London
W3

Names, Addresses and Descriptions of Subscribers

Name, address
& description
of Subscriber

Signature

Name, address
and signature
of witness

Martin Richard Landau
9 Montpelier Square
London SW7

M R Landau
.....

M Beresford
154 Butts Hill Road
Woodley, Berks

Company Director

Melhigh Limited whose
registered office is at
79 New Cavendish Street

A D Kerman
.....

M Beresford
(as above)
.....

(For and on behalf of
Melhigh Limited)

Jonathon Sieff
22 Old Church Street
London SW3

J Sieff
.....

J Sieff
22 Old Church Street
London Sw3
.....

Farmer

Alexandra Joy Stewart
Department of Education
and Science
Elizabeth House
York Road
London SE1 7PH

A J Stewart
.....

N R Flint
3 Dieppe Close
Wokingham, Berks
.....

Dated this 21st day of February 1989