

Company No: 2440509

Charity No: 802427

THE COMPANIES ACT 1985 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

- of -

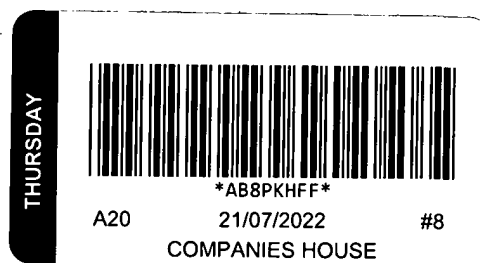
THE KING'S SCHOOL ELY

(articles adopted by a Special Resolution passed  
by written resolution on 10 September 2009,  
the resolution taking effect on 1 October 2009, and  
amended by a Special Resolution passed  
by written resolution on 13 October 2014)

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Incorporated on 6th November 1989

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THE COMPANIES ACTS 1985 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION  
of  
THE KING'S SCHOOL, ELY

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**1. INTERPRETATION**

**1.1 In the Articles:**

"the Articles"	means these articles of association;
"authenticated document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Company has no reason to doubt the truth of that statement);
"Cathedral Church"	means the Cathedral Church of the Holy and Undivided Trinity, Ely;
"Chair"	means the Chair of the Governors;
"the Charities Acts"	means the Charities Acts 1992 1993 and 2006;
"charity trustee"	has the meaning prescribed by section 97(1) of the Charities Act 1993;
"clear days"	means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the Commission"	means the Charity Commission for England and Wales;
"the Companies Acts"	means the Companies Acts 1985 1989 and 2006 to the extent that they are for the time being in force;
"financial expert"	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
"Governor"	means a director of the Company and "Governors" and "Board of Governors" have corresponding meanings. Each Governor also acts as a Member;
"Interest"	means any direct or indirect interest (and includes any interest a Governor or any person connected to a Governor may have as a consequence of any duty he or she may owe to any other person) and where a Governor (or any person connected to a Governor) has any such interest in any matter or situation or transaction or arrangement the Governor is "interested" in it;
"material benefit"	means a benefit which may or may not be financial but which has a monetary value;
"member" and "membership"	refer to membership of the Company, the members being those persons entitled to attend and vote at general meetings. Each member also acts as a Governor;
"month"	means calendar month;
"the Object"	means the Object of the Company as defined in Article 4;
"Ordinary Resolution"	means a resolution of the members passed by a simple majority;
"Connected Person"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Governor, (b) the spouse or civil partner of

a Governor or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Governor or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Governor or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Governor or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a **substantial interest**);

"properly incurred"

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

"Secretary"

means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"Services"

means services, including goods that are supplied in connection with the provision of services;

"Special Resolution"

means a resolution of the members passed by a majority of not less than 75% either at a general meeting or by means of a written resolution in accordance with Article 14;

"Subscribers"

refers to the first members of the Company;

"substantial interest"

means an interest in a body corporate where the person or institution in question:  
(i) is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital; or (ii) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting

of that body.

"taxable trading"

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, and the profits of which are liable to tax;

"Vice-Chair"

means the Vice-Chair of the Governors;

"written" or "in writing"

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

"year"

means calendar year.

- 1.2 Expressions defined in the **Companies Acts** have the same meaning in **the Articles**.
- 1.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.4 The headings in the Articles are inserted for convenience only and shall not affect the construction of the Articles.
- 1.5 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, reference to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality. References to the word "include" or "including" are to be construed without limitation.

## 2. NAME

The name of the company governed by the Articles is The King's School, Ely ("**the Company**").

## 3. REGISTERED OFFICE

The registered office of the Company is situated in England and Wales.

## 4. OBJECT

The object for which the Company is established is to advance the education of the public including education in the teachings and practice of the Church of England ("**the Object**").

## 5. POWERS

The Company has the following powers, which may be exercised only in promoting the Object:

- 5.1 to establish carry on and endow The King's School, Ely and any other school or schools and to acquire any school, so that each such school shall be operated as an educational charity;
- 5.2 to provide for the training and instruction of pupils in any school so acquired or established, and on the basis of Church of England principles to provide such pupils with spiritual, moral, mental, musical and physical training and pastoral care;
- 5.3 to provide residential and non-residential courses, to hold exhibitions, conferences, meetings, lectures, courses and workshops;
- 5.4 to promote research and undertake expeditions and tours;
- 5.5 to provide, erect, construct, lay down, carry out, enlarge, alter, maintain, improve, equip, manage and superintend (and by subsidiary endowment or contribution or otherwise assist or take part in so doing) any school houses, boarding and residential houses for the use and accommodation of pupils and staff, classrooms, laboratories, gymnasiums, sanatoriums, playgrounds and playing fields, swimming baths, reading rooms, libraries and studies and generally any buildings, works, machinery and conveniences;
- 5.6 to acquire or hire property, rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 5.7 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 5.8 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 5.9 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 5.10 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company;
- 5.11 to create and administer bursaries, choral awards, discounts, allowances, scholarships, exhibitions, prizes and rewards to pupils, prospective pupils and former pupils;
- 5.12 to promote or carry out research;

- 5.13 to provide advice;
- 5.14 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 5.15 to publish or distribute information;
- 5.16 to co-operate with other bodies;
- 5.17 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 5.18 to support, administer or set up other charities and undertake and execute charitable trusts;
- 5.19 to raise funds (but not by means of **taxable trading**);
- 5.20 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 5.21 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts);
- 5.22 to make grants or loans of money and to give guarantees;
- 5.23 to set aside funds for special purposes or as reserves against future expenditure;
- 5.24 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.25 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **financial expert**, unless the Governors reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 5.26 to delegate the management of investments to a financial expert, but only on terms that:
  - (a) require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the **Governors**;
  - (b) require the financial expert to report every transaction to the Governors;
  - (c) require the financial expert to review the performance of the investments with the Governors regularly;

- (d) entitle the Governors to cancel the delegation arrangement at any time;
  - (e) require the investment policy and the delegation arrangement to be reviewed with the Governors at least once a year;
  - (f) require all payments to the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Governors on receipt;
  - (g) prohibit the financial expert from doing anything outside the powers of the Governors;
- 5.27 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body controlled by the Governors or by a financial expert acting under the instructions of the Governors) and to pay any reasonable fee required;
- 5.28 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 5.29 to provide indemnity insurance for the Governors out of the funds of the Company as and when required, provided that any such policy will contain a provision which has the effect that the insurance shall not indemnify the Governors against:
- (a) fines;
  - (b) the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of a Governors; and
  - (c) liabilities to the Company which result from conduct which the Governors knew, or must reasonably be assumed to have known, was not in the interests of the Company, or which the Governors were reckless as to whether it was in the interests of the Company or not.
- 5.30 to employ paid or unpaid agents, staff or advisers, subject to Article 12;
- 5.31 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Company or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 5.32 to enter into contracts to provide services to or on behalf of other bodies;
- 5.33 to arrange for the amalgamation or merger of the Company with any charitable organisation the purposes of which in the opinion of the Governors are similar to the purposes of the Company either alone or as amalgamated;
- 5.34 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 5.35 to pay the reasonable and proper costs of forming and administering the Company; and



5.36 to do anything else within the law which promotes or helps to promote the Object.

## 6. THE GOVERNORS

6.1 The Governors as **charity trustees** of the Company have control of its property and funds.

6.2 The Governors when complete consist of at least nine and not more than eighteen individuals, all of whom must be members.

6.3 Subject to Article 6.4, the Governors shall comprise:

- (a) the Dean for the time being of the **Cathedral Church** who shall be a Governor ex officio ("the Ex Officio Governor");
- (b) one Governor appointed by the Chapter of the Cathedral Church, who shall be a member of the Foundation of the Cathedral Church;
- (c) one Governor appointed by the Ely Diocesan Education Committee; and
- (d) at least six but no more than fifteen co-opted Governors, to be appointed by resolution of the Board of Governors

provided that each Governor must not be prohibited from serving as a charity trustee by the law and the Articles, must have attained the age of eighteen years, must be willing to act as a Governor and must have consented to become a member of the Company.

6.4 The Governors appointed pursuant to Articles 6.3(b) and (c) above shall be such persons as are appointed by the body named in each respective Article. Any such appointment shall be in writing signed by the secretary or other representative of the appointing body and all such appointments shall be accompanied by consent in writing from the person appointed and addressed to the Company. Governors appointed pursuant to Articles 6.3(b) and (c) above shall hold office subject to Articles 6.6 and 6.7 below. In the event of a vacancy arising in the office of an appointed Governor, the respective appointing body shall be entitled to appoint a successor in accordance with this Article. Should the appointing body named in Articles 6.3(b) and (c) fail to exercise their right of appointment the Board of Governors shall be entitled to appoint a Governor to fill any vacancy, provided that any Governors appointed in accordance with this Article 6.4 shall cease to hold office if the respective appointing body chooses at any time to exercise its rights under Article 6.3(b) and (c).

6.5 The appointment of Governors pursuant to Article 6.3(d) shall be effected by a resolution of a meeting of the Governors. The appointment of Governors pursuant to Articles 6.3(b) and (c) shall take immediate effect but shall be subject to ratification at the next meeting of the Board of Governors.

- 6.6 From the adoption of these Articles, the existing Governors shall continue to hold office on their existing terms, as set out in Schedule 1.
- 6.7 Subject to Article 6.6, 6.8, 6.9 and 6.10, the term of office for each Governor (not including the Ex Officio Governor) shall be three years. Governors shall be eligible for reappointment for three further terms. After a Governor has served four consecutive terms in office, he or she shall be eligible for re-election only after a year has elapsed since he or she retired as a Governor, unless the Governors resolve that it would be in the best interests of the Company for a Governor to be eligible to serve for one further term of one year.
- 6.8 The Vice-Chair shall be appointed for a period of three years and shall be eligible for reappointment as Vice-Chair for one further consecutive terms of three years. Any terms served as a Vice-Chair will be in addition to any term served as a Governor or as Chair.
- 6.9 The Chair shall be appointed for a period of three years and shall be eligible for reappointment as Chair)for one further consecutive terms of three years. Any term served as Chair will be in addition to any term served as a Governor or as Vice-Chair.
- 6.10 After a Chair or Vice-Chair has served two consecutive terms in office, he or she shall not be eligible for re-appointment as Chair or Vice-Chair (as applicable) unless the Governors consider it would be in the best interests of the Company for the Chair or Vice-Chair to be eligible for reappointment on their retirement for such number of further terms, of such length, as the Governors shall resolve.
- 6.11 Each Governor is required to sit on at least one of the following Board committees, established pursuant to Article 11.4 or to sit on another school management committee on which the Governor acts as a representative of the Board:
- (a) Education
  - (b) Nominations and Governance
  - (c) Finance and General Purposes
  - (d) Remuneration
  - (e) Health and Safety Management Committee
  - (f) Child Protection and Safeguarding Management Committee
- 6.12 A Governor's term of office automatically terminates if s/he:
- (a) is disqualified under the Charities Acts from acting as a charity trustee;

- (b) is incapable, whether mentally or physically, of managing his own affairs;
- (c) is absent from meetings of the Governors for a continuous 12 month period without special leave of absence from the Board of Governors;
- (d) ceases to be a member;
- (e) by notice in writing to the Company s/he resigns his office (but only if at least two Governors will remain in office);
- (f) is removed by resolution passed by an **Ordinary Resolution** of the members at a general meeting called on special notice, after the meeting has invited the views of the Governors concerned and considered the matter in the light of any such views;
- (g) is convicted of an offence and the Governors shall resolve that it is undesirable in the interests of the Company that he or she remains a Governor of the Company;
- (h) is at any time considered to be unsuitable to have access to children, young persons or vulnerable adults and the Governors resolves that his or her office be vacated; or
- (i) is removed by unanimous resolution of the other Governors.

6.13 A procedural defect in the appointment or re-appointment of a Governor of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

6.14 The Governors may act notwithstanding any vacancy in their number but if and so long as their number is reduced below nine, the continuing Governors or Governor may act for the purpose of filling up vacancies on the Board of Governors or of summoning a General Meeting, but not for any other purpose.

## 7. PROCEEDINGS OF GOVERNORS

7.1 The Governors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

7.2 A quorum at a meeting of the Board of Governors is half of the total number of Governors then in office (rounded up to the nearest whole number) plus one further Governor, unless the total number of Governors is less than nine, in which case a quorum is six Governors.

7.3 The **Chair** or **Vice-Chair** may, and on the request of three Governors the **Secretary** shall, at any time summon a meeting of the Board of Governors. It shall not be necessary

to give notice of a meeting of the Board of Governors to any Governor who is for the time being absent from the United Kingdom.

- 7.4 A meeting of the Governors may be held either in person or by suitable electronic means agreed by the Governors in which all participants shall be able to communicate simultaneously with all the other participants.
- 7.5 The Governors shall elect one of its number to be its Chair and another to be its Vice-Chair. The Chair and Vice-Chair shall each be proposed and seconded by two other Governors and elected by simple majority of the other Governors. The Chair and Vice-Chair shall hold office in accordance with Articles 6.7, 6.8 and 6.9.
- 7.6 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair will preside as chair of the meeting. At any meeting at which the Chair and the Vice-Chair are not able or willing to preside as chair, the Governors present shall choose one of their number to act as chair of that meeting.
- 7.7 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution circulated to all the Governors and approved by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date a simple majority have signified their agreement to it).
- 7.8 Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Governor has one vote on each issue.
- 7.9 Every two years, the Chair shall conduct a skills audit of all Governors (to inform decisions in relation to the identification and selection of new Governors).
- 7.10 Subject to the Companies Act 2006, a Company Secretary may be appointed by the Board of Governors for such term at such remuneration and on such conditions as the Board of Governors may think fit and any Company Secretary so appointed may be removed by it, provided that no Governor may occupy the salaried position of Company Secretary.

## 8. DECLARATION OF INTERESTS

- 8.1 Every Governor has a duty to declare to the Governors the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Company or any situation or matter in relation to the Company that is, or possibly may be, a Conflict of Interest.
- 8.2 In the case of any proposed transaction or arrangement with the Company in which a Governor (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Governors before the Company enters into the transaction or arrangement.

- 8.3 In the case of any existing transaction or arrangement that has been entered into by the Company or any situation or matter in relation to the Company in which a Governor (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Governors as soon as is reasonably practicable.
- 8.4 Any declaration must be made in accordance with the provisions of the Act:
  - 8.4.1 at a meeting of the Board of Governors; or
  - 8.4.2 by notice in writing to the Governors; or
  - 8.4.3 by general notice to the Governors.
- 8.5 A Governor is not required to declare an Interest:
  - 8.5.1 where the Governor is not aware of the Interest (but the Governor is treated as being aware of matters of which he ought reasonably to be aware); or
  - 8.5.2 where the Governor is not aware of the transaction or arrangement or situation or matter (but the Governor is treated as being aware of matters of which he ought reasonably to be aware); or
  - 8.5.3 if, or to the extent that, the other Governors are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 8.6 The Company may maintain a register of all of the Interests declared by the Governors in accordance with this Article. The Governors may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## 9 CONFLICTS OF INTEREST

- 9.1 Subject to Articles 9.2 and 10, a Governor has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Company) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).
- 9.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 9.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Company and any Governor which is mentioned in Articles 5.29, 12.1, 12.2(b), 12.2(d) and 12.2(e) of these Articles.

## 10 AUTHORISATION OF CONFLICTS OF INTEREST

- 10.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Governor (or any person Connected to that Governor) has, or may have, a Conflict of Interest provided that:
  - 10.1.1 the Conflict of Interest will not confer a material benefit on the Governor or any Connected Person at the expense of the Company to an extent greater than that permitted by Article **Error! Reference source not found.** of these Articles;
  - 10.1.2 the Governors act in what they consider to be the best interests of the Company; and

10.1.3 the Governors comply with the procedures set out in this Article 10**Error!**  
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10.2 Whenever the Governors must decide whether to give the authorisation in accordance with Article 10.1 the Governor concerned must:

10.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);

10.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;

10.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;

10.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and

10.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Governors).

10.3 The Governors may also exclude the relevant Governor from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

10.4 In giving any authorisation in accordance with Article 10.1 in relation to any transaction or arrangement or situation or matter in which a Governor (or any person Connected to that Governor) has, or may have, a Conflict of Interest and which will or may confer a material benefit on that Governor (or Connected Person), the Governors must provide that the Governor concerned will:

10.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);

10.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

10.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;

10.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

10.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Governors).

10.5 In giving the authorisation under Article 10.1 in relation to a transaction or arrangement or situation or matter in which a Governor (or any person Connected to a Governor) has, or may have, a Conflict of Interest which will not confer a material benefit on that Governor (or Connected Person), the Governors may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation)

determine the manner in which they may be dealt with and, in doing so, the Governors must consider:

- 10.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
- 10.5.2 whether or not the Governor should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
- 10.5.3 whether or not the Governor should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
- 10.5.4 whether or not the Governor should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
- 10.5.5 whether or not the Governor should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## **11. POWERS OF GOVERNORS**

The Governors have the following powers in the administration of the Company:

- 11.1 to appoint (and remove) any individual (who may be a Governor) to act as Secretary to the Company;
- 11.2 to appoint honorary officers from among their number;
- 11.3 to appoint executive officers and employees of the Company;
- 11.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but the majority of persons on every committee must be Governors) provided that all proceedings of committees must be reported fully and promptly to the Governors, and any committee so formed shall in the execution of the powers so delegated conform to any regulations imposed on it by the Governors. The Governors shall from time to time make regulations for the purpose of setting a quorum for any committee (and, for the avoidance of doubt, the quorum provisions set out in Article 7.2 shall not apply to meetings of committees). In other respects, the meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Governors so far as applicable and so far as the same shall not be superseded by any regulations made by the Governors aforesaid;
- 11.5 to make Standing Orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings;

- 11.6 to make Rules consistent with the Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees;
- 11.7 to make Regulations consistent with the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any);
- 11.8 to establish procedures to assist the resolution of disputes within the Company; and
- 11.9 to exercise any powers of the Company which are not reserved to a general meeting.

## 12. BENEFITS TO MEMBERS / GOVERNORS

- 12.1 The property and funds of the Company must be used only for promoting the Object and do not belong to the members of the Company but:
  - (a) members (notwithstanding that they are also Governors) may be paid interest on money lent to the Company at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being of Barclays Bank plc or 3 per cent whichever is the greater;
  - (b) members (notwithstanding that they are also Governors) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
  - (c) fees, remuneration or other benefit in money or money's worth may be transferred to a company of which a member (notwithstanding that s/he may be a Governor) hold not more than 10% of the capital of that company.
- 12.2 A Governor must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Company *except*:
  - (a) as mentioned in Articles 5.29, 12.1(a), 12.1(b), 12.1(c), or 12.3;
  - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
  - (c) any reduction in fees resulting from the award of a bursary, choral award, scholarship or exhibition to a pupil whose parent or grandparent is a Governor;
  - (d) an indemnity in respect of any liabilities **properly incurred** in running the Company or otherwise to the extent permitted by Section 232 of the Companies Act 2006 as mentioned in Article 20; and
  - (e) in exceptional cases, other payments or benefits (but only with the **written** approval of the Commission in advance).



12.3 Any Governor (or any **connected person** whose remuneration might result in a Governor obtaining a material benefit) may enter into a contract with the Company to supply **Services** in return for a payment or other material benefit but only if:

- (a) the Services are actually required by the Company;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the Services and is set in accordance with the procedure in Article 8; and
- (c) in any financial year, no more than one half of the Governors are subject to such a contract (or have a person connected to them who is subject to such a contract).

### 13. **MEMBERSHIP**

13.1 The Company must maintain a register of members in accordance with the Companies Acts.

13.2 Any person who is a Governor shall be a member, and shall cease to be a member forthwith upon ceasing for any reason to be a Governor.

13.3 The Governors shall be the only members.

13.4 Membership of the Company is not transferable.

### 14. **MEMBERS' GENERAL MEETINGS**

14.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 **clear days'** written notice. Notice of a general meeting shall specify the business to be discussed (and in the case of a general meeting called for purposes that include the passing of a **Special Resolution**, the text of such Special Resolution and the intention that it be proposed as a Special Resolution). A general meeting may be called by shorter notice if it is so agreed in writing by not less than 90% of the members having a right to attend and vote at the general meeting.

14.2 There is a quorum at a general meeting if the number of members present in person or by proxy is at least half of the total number of the members then appointed plus one further member unless the total number of members is less than nine, in which case a quorum is six members.

14.3 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair will preside as chair at each general meeting. At a meeting at which the Chair and the Vice-Chair are not able or willing to preside as chair, the Members present shall choose one of their number to act as chair at that meeting.

- 14.4 A general meeting may be called at any time by resolution of the Board of Governors.
- 14.5 A general meeting may be called on a written request to the Governors from at least 10% of the members or, if more than twelve **months** have passed since the Company last held a general meeting, from 5% of the members.
- 14.6 On receipt of a written request made pursuant to Article 14.5, the Governors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.
- 14.7 If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the following week at the same time and place or to such other day and at such other time and place as the Governors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.

## **15. APPOINTMENT OF MEMBERS' PROXIES**

- 15.1 Proxies may only be validly appointed by a notice in writing which:
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by the member appointing the proxy or is authenticated in such manner as the Governors may determine;
  - (d) is delivered to the Company in accordance with Article 19.5;
  - (e) is received by the Company at least 48 hours before the meeting to which it relates.
- 15.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - (b) appointing that person as a proxy in relation to any adjournment of the general

meeting to which it relates as well as to the meeting itself.

- 15.5 An appointment under a proxy notice may be revoked by delivering to the Company, in accordance with Article 19.5, a notice given by or on behalf of the member who gave the proxy notice, but such revocation will only take effect if the Company receives it before the start of the meeting to which it relates.

## **16. VOTING BY MEMBERS AT GENERAL MEETINGS**

- 16.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 16.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 16.3 Subject to Articles 16.2 and 16.4, every member present in person or by proxy has one vote on each issue.
- 16.4 A person who has been appointed as proxy for more than one member has only one vote on a show of hands, notwithstanding that each member who has appointed that person as proxy shall count towards the quorum for the meeting in accordance with Article 14.2.
- 16.5 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 16.6 A poll may be demanded by:
- (a) the chair of the meeting;
  - (b) two or more persons having the right to vote on the resolution; or
  - (c) a person representing at least 10% of the total voting rights of all the members present at the meeting and having the right to vote on the resolution.
- 16.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.
- 16.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

## 17. MEMBERS' WRITTEN RESOLUTIONS

17.1 Subject to Article 17.4, a resolution in writing agreed by the Appropriate Majority of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to every eligible member; and
- (b) the Appropriate Majority of members have signified their agreement to the resolution in an **authenticated document** which has been received at the registered office within the period of 28 days from the circulation date.

17.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

17.3 In Article 17.1, the "Appropriate Majority" is:

- (a) in the case of an Ordinary Resolution, a simple majority of the members;
- (b) in the case of a Special Resolution, 75% or more of the members.

17.4 Any resolution that may be passed validly at a general meeting of the Company may be passed as a written resolution except:

- (a) a resolution to remove a Governor before his period of office expires; and
- (b) a resolution to remove an auditor before his period of office expires.

17.5 Subject to Article 17.4, a written resolution is passed when:

- (a) in the case of an Ordinary Resolution, a simple majority of the members have signified their agreement to it; and
- (b) in the case of a Special Resolution, at least 75% of the members have signified their agreement to it.

## 18. RECORDS and ACCOUNTS

18.1 The Governors must comply with the requirements of the Companies Acts and of the **Charities Acts** as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

- (a) annual reports;
- (b) annual returns; and

- (c) annual statements of account.

18.2 The Governors must keep proper records of:

- (a) all resolutions of members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;
- (c) all proceedings at meetings of the Governors;
- (d) all reports of committees; and
- (e) all professional advice obtained.

18.3 The records referred to in Articles 18.2(a), 18.2(b) and 18.2(c) must be kept for 10 years from the date of the resolution, general meeting or Governors' meeting, as relevant.

18.4 Accounting records relating to the Company must be made available for inspection by any Governor at any reasonable time during normal office hours.

18.5 A copy of the Company's latest available statement of account or annual report must be supplied on request to any member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Company's reasonable costs.

## 19. COMMUNICATION WITH MEMBERS

19.1 The Company may validly send or supply any document (including any notice) or information to a member:

- (a) by delivering it by hand to the address recorded for the member in the register of members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;
- (c) by fax to a fax number notified by the member in writing;
- (d) by electronic mail to an email address notified by the member in writing; or
- (e) by means of a website the address of which has been notified to the member in writing;

in accordance with the provisions of the Companies Acts.

19.2 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to the relevant address;
- (c) three clear days after being sent by second class or overseas post to the relevant address;
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website);
- (e) on being handed to the member personally; or if earlier
- (f) as soon as the member acknowledges actual receipt.

19.3 The Company may only send a document or information to a member by electronic mail:

- (a) where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the member.

19.4 A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

19.5 Members may validly send any notice or document to the Company:

- (a) by post to
  - (i) the Company's registered office; or
  - (ii) any other address specified by the Company for such purposes;
- (b) to any fax number or email address provided by the Company for such purposes; or
- (c) by email to the Company Secretary.

## 20. GOVERNORS' INDEMNITY

The Company shall indemnify any Governor against any liability incurred by him in that

capacity to the extent permitted by Section 232 of the Companies Act 2006.

## **21. MEMBERS' GUARANTEE**

21.1 The liability of members is limited.

21.2 Every member promises, if the Company is dissolved while s/he remains a member or within 12 months afterwards, to pay up to One Pound (£1) towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member.

## **22. DISSOLUTION**

22.1 If the Company is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;
- (b) directly for the Object or charitable purposes within or similar to the Object;
- (c) in such other manner consistent with charitable status as the Commission approves in writing in advance.

22.2 A final report and statement of account must be sent to the Commission.

## Schedule 1

Governor	End of current term of office	Term of service
1st, 2nd, 3rd, 4th	Retirement date	
Gavin Acheson	January 2028	2nd
Mark Bonney	Ex officio	Ex officio
Philip Cantwell	October 2023	2nd
David Day	March 2023	3rd
Amanda East	March 2023	3rd
Stephanie Lockwood	September 2025	1st
Fenella Martin-Redman	September 2024	1st
Chris Meddle	December 2024	1st
Mark Myers	June 2022	2nd
Isobel Newport-Mangell	July 2023 (one year extended)	4th
Joe Peake	October 2024	2nd
Mike Proctor	June 2024	3rd



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Names, Addresses, and Descriptions of **Subscribers**

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WILLIAM JAMES PATTERSON

The Deanery

Ely CB7 4DN

Clerk in Holy Orders

JOHN EDGAR GRANDE

Lodge Farm House

Rossway

Berkhamsted

Herts HP4 3UD

Chartered Accountant

DAVID OWEN ARTHUR MORBEY

Stuntney Hall

Ely

Cambs CB7 5TL

DATED the Thirtieth day of August 1989

Witness to the above signatures:

ANTHONY MICHAEL BOOTH

6 The Brambles

Trumpington

Cambridge CB2 2LY

Bursar