

The Companies Act 1985

Company Limited By Guarantee And Not Having A Share Capital

MEMORANDUM OF ASSOCIATION

of THE MANOR PREPARATORY SCHOOL TRUST

THURSDAY



1. The name of the Company (hereinafter called "the Trust") is The Manor Preparatory School Trust
2. The Company's Registered Office is to be situate in England.
3. The Trust is established to promote and provide for the advancement of education of children in the United Kingdom and elsewhere so as to provide them with a sound Christian and moral basis and in pursuance of this object but not further or otherwise the Trust shall have the following powers:-
 - (A) To acquire carry on conduct and develop as an independent school the school undertaking of The Manor Preparatory School an independent school for boys and girls situated at Abingdon in the County of Oxford or elsewhere and to acquire any premises for the purpose of carrying on such undertaking.
 - (B) To acquire carry on conduct and develop any school or schools for the education of children of either or both sexes and whether as day schools or boarding schools or as both day and boarding schools
 - (C) To employ and (where appropriate) dismiss all necessary staff including a head teacher and provide all appropriate books and equipment and other accommodation for teachers and students at any school owned by the Trust
 - (D) To offer scholarships, exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school owned by the Trust
 - (E) 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.
 - (F) To make grants and allowances to any person engaged in the teaching profession for the purpose of training at any University or other educational establishment or attending any other training course whatsoever.
 - (G) To acquire and/or 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
 - (H) To acquire and/or provide facilities for recreation and other leisure time occupation for children in the interests of their social welfare within the meaning of the Recreational Charities Act 1958 and as therein limited

- (I) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust in the shape of donations annual subscriptions or otherwise
- (J) To print and publish any newspapers magazines periodicals books or leaflets for the promotion of the object of the Trust.
- (K) To provide or to provide and run on the school premises educational courses seminars conferences and other functions for the purpose of providing additional funds for the Trust.
- (L) To act as Trustees, Governors or managers of any real or personal property given or held upon trust for Charitable Educational purposes
- (M) To accept gifts or any real or personal property for the general purposes of the Trust or for any particular purpose thereof
- (N) To hold any securities or shares of, and to manage and conduct, any corporation or company which carries on or intends to carry on any such school or schools as aforesaid.
- (O) To promote any charitable company or companies for the purpose of carrying on any school or schools.
- (P) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary for the promotion of its object, and to construct, maintain and alter any buildings or erections necessary for the work of the Trust.
- (Q) Subject to such consents as may be required by law, 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 necessary with a view to the promotion of its subject
- (R) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Trust on such terms and on such security (if any) 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.
- (S) 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 subject nevertheless to such conditions (if any) and with such sanction (if any) as may for the time being be imposed or required by law and subject also hereinafter provided
- (T) To amalgamate, affiliate or co-operate with and subscribe to any association, society or corporation whose subjects shall be charitable 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 virtue of Clause 4 thereof

- (U) To make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees or former employees and their widows and other dependants.

- (U1) To grant licences in exchange for full value consideration and, subject to Part V Charities Act 1993, to make any disposition of the property or assets of the Trust to a trading company formed and operated for a purpose (inter alia) of benefiting the Trust provided that it shall be a condition of any such licence or disposition that the trading company shall have entered into an effective covenant of all its profits of a capital or income nature in favour of the Trust and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Trust for non-charitable purposes.
- (U2) Subject to such consents as may be required by law, to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money by any person, firm or company
- (U3) To insure at the expense of the Trust and arrange insurance cover for and indemnify its officers, members, employees and voluntary workers from and against all such risks incurred in the course of their duties as may be thought fit
- (U4) To provide at the expense of the Trust indemnity insurance to cover the liability of The Governing Body (or any Governor or 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 Governing Body (or any Governor or Governors) knew to be a breach of trust or breach of duty or which was committed by the directors 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 an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- (V) To do all such other lawful things as are necessary to the attainment of the object of the Trust.

PROVIDED that:-

- (i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The subject of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) 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 Governing Body of the Trust shall be chargeable for any such property that may come into their hands and 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 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 any such 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

4. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust 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 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 the 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 Governing Body) for any services rendered to the Trust,
 - (b) of interest on money lent by any member of the Trust or of its Governing Body at a rate per annum not exceeding two per cent less than the minimum lending rate prescribed for the time being by the Trust's bankers or three 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 Governing Body;
 - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of its Governing Body may be a member holding not more than one-hundredth part of the capital of that company,
 - (e) to any member of its Governing Body of out-of-pocket expenses
 - (f) of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors know to be a breach of trust or breach of duty or which was committed by the directors 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 an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company
5. The liability of the Members is limited.
6. 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

7. 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 after due provision has been made for reasonable and proper payments to staff in connection with the winding up or dissolution of the Trust and for the continuance of any pensions or allowances to retired employees of the Trust in accordance with any pension scheme for the time being in force at the date of liquidation, be given or transferred to the Community (as defined in regulation 1 of the Articles of Association) if at such time the Community shall be in existence and shall be a charity and failing which shall be given or transferred to some other charitable institution or institutions having an object similar to the object 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.
8. 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
9. No alteration or addition shall be made to Clause 3 of the Memorandum of Association without the prior consent in writing of the Charity Commissioners

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
DESCRIPTIONS OF
SUBSCRIBERS

S R L Thomas
168 Whitchurch Road
Cardiff
CF4 3NA

D V Turner
168 Whitchurch Road
Cardiff
CF4 3NA

Dated this 12th day of December 1989

WITNESS to the above signatures

E J Price
168 Whitchurch Road
Cardiff
CF4 3NA

The Companies Act 1985

Company Limited By Guarantee And Not Having A Share Capital

ARTICLES OF ASSOCIATION

of THE MANOR PREPARATORY SCHOOL TRUST

INTERPRETATION

1 In these regulations

"The Act" means	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
"The Articles" means	The Articles of Association and the regulations of the Trust from time to time in force
"Clear Days"	in relation to the period of a notice means that 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.
"Executed"	includes any mode of execution.
"The Trust" means	The Manor Preparatory School Trust.
"The Governing Body" means	The Governing Body for the time being of Trust.
"The Office" means	The registered office of the Trust.
"The Seal" means	The Common Seal of the Trust
"Clerk" means	The Clerk of the Trust or any other person appointed to perform the duties of the Clerk to the Trust including a joint deputy or assistant clerk.
"The United Kingdom" means	Great Britain and Northern Ireland
"In writing" includes	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a permanent visible form.

"The Community" means

The Community of St Mary the Virgin at Wantage constituted by a Deed Poll dated 30th September 1879 given under the hands of Mary Pennell, Lucinda Garraway, Mary Ellen Gerald Robinson and Emily Alice Barnett.

"The Reverend Mother General" means

The Reverend Mother General for the time being of the Community.

"The Trustees" means

The Trustees for the time being of the said Deed Poll constituting the Community

Words importing the singular number only shall include the plural and vice versa

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

Words importing persons shall include corporations

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Trust

MEMBERS

2. The number of Members with which the Trust proposes to be registered is eleven, but the Governing Body may from time to time register an increase or decrease of Members.
- 3 Every Member of the Trust shall sign a written consent to become a Member on becoming a Member.
- 4 The Trust is established for the purposes expressed in the Memorandum of Association.
5. No Member shall in that capacity do or suffer the Trust to do anything at any time which would prejudice the Christian character of any school carried on by the Trust
- 6 The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to membership or as shall automatically become Members in accordance with the provisions hereinafter contained shall be members of the Trust.
7. No person shall be admitted a Member of the Trust unless he is first approved of by Governing Body and appointed a Governor (whether elected or appointed) and the Governing Body shall have absolute discretion as to admission of any person save as regards The Reverend Mother General who shall automatically become a Member on her appointment as The Reverend Mother General and so that if at any time and from time to time no person shall be appointed as The Reverend Mother General of the Community or The Reverend Mother General shall be unwilling to be a member, or shall terminate her membership of the Trust or shall be incapacitated or for any other reason unable to attend a General Meeting the Trustees may nominate a member of the Community to be a Member and may revoke any such appointment and nominate another member of the Community (such revocation and appointment to be without limit in number of times they can occur) and the person so nominated shall automatically become a Member (in place of The Reverend Mother General if she shall then be a Member) on such nomination being lodged at the Office and shall automatically cease to be a Member on a revocation as aforesaid being so lodged or on her death, or on the subsequent appointment of The Reverend Mother General (unless the Trustees notify the Clerk that she is unwilling to be a Member) If the Reverend Mother General shall have ceased to be a Member as a result of the nomination of another person in her place as aforesaid, the Trustees may by notice to the Clerk as aforesaid re-appoint The Reverend Mother General a Member in place of such person (such re-appointment to be without limit in the number of times it may occur). Any such nomination, revocation or notification shall be in writing signed by a majority of the Trustees and shall be lodged at the Office. Save in the case of the Reverend Mother General or other member of the Community nominated in accordance with the foregoing provisions where any person desires to be admitted to membership of the Trust he must first sign and deliver to the Trust an application for admission framed in such terms as the Governing Body shall require
8. A person may terminate his membership of the Trust by giving to the Trust at least seven clear days notice in writing to that effect in such form as the Governing Body shall require and such membership shall forthwith terminate upon a Member ceasing to be a Governor or ceasing to be The Reverend Mother General or otherwise in accordance with Article 7 (as the case may be). Membership shall not be transferable and shall cease at death.

GENERAL MEETINGS

- 9 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 General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting, and that so long as the 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.
10. All General Meetings, other than Annual General Meetings shall be called Extraordinary General Meetings
- 11 The Governing Body may call General Meetings and, on requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Governing Body to call a General Meeting, any member of the Governing Body or any member of the Trust may call a General Meeting.
12. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a member of the Governing Body shall be called by at least twenty-one clear days notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days notice but a General Meeting may be called by shorter notice if it is agreed:
- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat, and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

Subject to Article 24 (c) below the notice shall be given to all the members and to the Governing Body and Auditors.

- 13 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting, save if the resolution relates to any of the matters listed in Article 24 (b)(i) and (ii) below.

PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, 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 (if and when members of the Governing Body shall be subject to election) and the appointment of, and the fixing of the remuneration of the Auditors

15. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided five members or one-tenth of the membership whichever is the greater personally present shall be a quorum. The quorum at any General Meeting where the business relates to any of the matters listed in Article 24 (b) (i) and (ii) below shall (unless the Community shall have ceased to exist) include The Reverend Mother General or other person nominated in accordance with Article 7 of these Articles
16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, then if the meeting is convened on the requisition of members or if the business of the meeting relates to any of the matters listed in Article 24 (b) (i) and (ii) below, the meeting shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Governing Body may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
17. The Chairman (if any) of the Governing Body shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to preside the members present shall choose some member of the Governing Body, or if no such member be present, or if all the members of the Governing Body present decline to take the chair, they shall choose some member of the Trust who shall be present, to preside
18. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting
19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three Members present in person, or by proxy, or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, or by The Reverend Mother General or the person nominated in accordance with Article 7 above 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
20. Subject to the provisions of Article 21, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
21. No poll shall be demanded on the election of a chairman of a meeting or on any question of an adjournment.
22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

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

VOTES OF MEMBERS

24.

- (a) Subject as hereinafter provided, every Member shall have one vote.
- (b) If at any meeting The Reverend Mother General or the person nominated under Article 7 above be present in person or by proxy shall vote on a poll against any resolution of the categories set out below and the total number of votes cast against such resolution would (in the absence of this paragraph) be insufficient to prevent it being passed in General Meeting then the Reverend Mother General or the person nominated in accordance with Article 7 above shall be treated for the purpose of such resolution as having such number of votes as is equivalent to 51 per cent of the total number of votes (including those conferred pursuant to this paragraph) cast on the poll. The categories of resolution referred to above are as follows -
- (c) A resolution to make any alteration or addition to clauses 3 or 7 of the Memorandum of Association or to Regulations 7,15, 16, or 19 or this Regulation 24(b) of the Articles of Association,
- (d) A resolution amending or adding to the voting rights of Members contained in Regulation 24.
- (e) Notwithstanding any other provision of these Articles of Association The Reverend Mother General or the person nominated in accordance with Article 7 above (in her capacity as a Member by virtue of holding that position or being so nominated) shall not be entitled to receive notice of nor to attend or vote at any General Meeting unless the business to be transacted includes any of the matters referred to in Articles 24(b)(i) and (ii) above and she shall then be entitled to vote only on such matters
25. Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every sum (if any) which shall be due and payable to the 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.
26. Votes may be given on a poll either personally or by proxy but only as stipulated in the form of proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for a corporation or for The Reverend Mother General or the person nominated in accordance with Article 7 above may vote on a show of hands. A proxy may not be a Member.
27. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if such appointor is a corporation, under its Common Seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
- 28 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

- 29 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used
- 30 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit

THE MANOR PREPARATORY SCHOOL TRUST

"I
of
a Member of The Manor Preparatory School Trust
hereby appoint
of
and failing him,
of
to vote for me and on my behalf for the following resolutions
(a)
(b)
(c)
only at the (Annual or Extraordinary, or Adjourned as the case may be) General Meeting of the
Trust to be held on the day of and at every adjournment thereof."

SIGNED:

DATE

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

THE GOVERNING BODY

- 31 Until otherwise determined by a General Meeting the number of the members of the Governing Body shall not be less than seven nor more than fourteen
- 32 The members of the Governing Body shall be:-
- (a) The Subscribers to the Memorandum of Association and
- (b) such other persons as shall from time to time be elected thereto by the Governing Body (hereinafter referred to as "elected Governors") and
- (c) The Reverend Mother General

And all Governors shall be Members of the Trust provided that 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 by Clause 4 of the Memorandum of Association) shall be eligible for membership of the Governing Body and provided further that all members of the Governing Body shall be in sympathy with the teachings of the Church of England.

33. Section 293 of the Act (as to retirement of Directors over age limit) shall not apply to members of the Governing Body

POWERS OF THE GOVERNING BODY

34. 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 but so that this proviso (a) shall not apply to the acquisition of the freehold interest in the land and buildings comprising the Manor Preparatory School, Abingdon, Oxfordshire.
 - (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.
35. 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

DISQUALIFICATION OF MEMBERS OF THE GOVERNING BODY

- 36 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 generally.
 - (B) If he becomes incapable by reasons of mental disorder of discharging his duties as a Member of the Governing Body.
 - (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 Sections 295-299 of the Act
 - (F) If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act
 - (G) If he is in breach of Article 5 hereof and all other Members of the Governing Body so resolve

37.

i. At the Annual General Meeting of the Trust in each year one third of the elected Governors or, if their number is not a multiple of three, then the nearest whole number above one third, shall retire from office

ii The elected Governors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Elected Governors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot

iii. A retired elected Governor who has not held office for a continuous period of nine years counted from one Annual General Meeting to the next and ending with the Annual General Meeting at which he retires shall be eligible for re-election A retiring elected Governor who at the date of his retirement is serving as Chairman of the Trust shall be eligible for re-election (subject to annual re-election as Chairman) for a maximum period of three years from his appointment as Chairman notwithstanding that his continuous period of service as an elected Governor thereby exceeds nine consecutive years

iv The subscribers to the Memorandum of Association shall be the first elected Governors and shall retire in the order in which they were first appointed Governors of the School For the purposes of calculating the maximum period of nine consecutive years during which an elected Governor may serve the Subscribers shall be deemed to have become elected Governors on the date of their last election or re-election as a Governor of the School.

38. The Trust at the meeting at which an elected Governor retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Governor 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 Governor shall have been put to the meeting and lost.

39. No person other than an elected Governor retiring at the meeting shall, unless recommended by the Governors, be eligible for election as an elected Governor at any general meeting unless, not less than three nor more than twenty-one days before the date appointed for the meeting, there shall have been left at the registered office of the Trust notice in writing, signed by a member duly qualified to attend 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 that person of his willingness to be elected

40. The Trust may from time to time by ordinary resolution increase or reduce the number of Governors, and may also determine in what rotation the increased or reduced number is to go out of office, provided that the number of Governors shall not be reduced to less than three

41. A casual vacancy on the Governing Body may be filled by the Governing Body and the Governing Body shall have the power at any time to appoint any person as an additional elected Governor but so that the total number of Governors shall not at any time exceed the number fixed in Article 31 Any elected Governor so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the elected Governors who are to retire by rotation at such Meeting.

42. The Trust may by ordinary resolution, of which special notice has been given in accordance with section 379 of the Act, remove any Governor before the expiration of his period of office notwithstanding anything in these regulations.

43. The Trust may by ordinary resolution appoint another person in place of an elected Governor removed from office under the immediately preceding regulation, and without prejudice to the powers of the Governing Body under Article 41 the Trust in general meeting may appoint any person to be an elected Governor either to fill a casual vacancy or as an additional Governor. A person appointed in place of a Governor so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Governor on the day on which the Governor in whose place he is appointed was last elected a Governor.

PROCEEDINGS OF THE GOVERNING BODY

44. 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 five or one-third of the Governors whichever is the greater 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.
45. 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 and who has no registered address in the United Kingdom shall not be entitled to notice of a meeting.
46. The Governing Body shall from time to time elect a Chairman and Vice-Chairman either of whom 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.
47. 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.
- 47.1 The Governing Body may by resolution supported by at least 60% of its members remove the Chairman or Vice-Chairman from office before the expiration of his period of office.
48. The Governing Body may delegate any of their powers to an executive committee or other committees consisting of such members of the Governing Body as they think fit together with such other persons (who need not be members of the Trust but who if not members thereof shall have no power to vote) as such committee shall co-opt as members thereof; Provided always that the Governing Body shall remain liable for the acts of any such committee, that any committee so formed shall in the exercise of the powers delegated to it conform to any regulations which may be imposed on it by the Governing Body and that all acts and proceedings of any such committee shall be reported back to the Governing Body as soon as possible. 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. A co-opted member of a committee shall hold office for such period as may be determined at the date of his co-option provided always that the period of office of a co-opted member may be extended for such further period or periods as the other members of the committee shall think fit but a co-opted member shall cease to hold office as a member of such committee if he shall have been absent from two out of any four meetings thereof.

49 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

49 1

- (a) The Governing Body may appoint as an Investment Manager and/or a Property Manager for the Trust any person whom it is satisfied after enquiry is a proper and competent person to act in either or both of those capacities
- (b) The Governing Body may delegate to an Investment Manager so appointed at the discretion of the Governing Body the power to buy and sell investments for the Trust in accordance with the investment policy laid down by the Governing Body but may do so only on terms consistent with these Articles.
- (c) The Governing Body may delegate to a Property Manager so appointed at the discretion of the Governing Body the exercise of its powers in relation to the management of land on behalf of the Trust in accordance with such policy as may be laid down by the Governing body in terms consistent with these Articles
- (d) When the Governing Body makes any delegation under this Article it shall -
- (i) inform the Manager in writing of the extent of the Trust's investment powers and/or its powers and duties in relation to the management of land as the case may be.
- (ii) lay down a detailed investment or property management policy for the Trust and immediately inform the appropriate manager in writing of it and of any changes to it
- (iii) ensure that the terms of the delegated authority are clearly set out in writing and notified to the Manager.
- (iv) ensure that it is kept informed of and reviews on a regular basis the performance of the Manager and the exercise of his delegated authority.
- (v) take all reasonable care to ensure that the Manager complies with the terms of his delegated authority and
- (vi) review the appointment at such intervals not exceeding 24 months as it thinks fit
- (e) Any delegation by the Governing Body under this Article shall be on the terms that -
- (i) the Manager shall comply at all times with his delegated authority.
- (ii) the Manager shall not do anything which the Governing Body does not have the power to do
- (iii) the Governing Body may on reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these Articles
- (iv) the Governing Body shall give directions to the Manager as to the manner in which he is to report to it all transactions made on its behalf

50. The Governing Body shall cause proper minutes to be made and circulated to all Members of the Governing Body 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 meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated
51. 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

CLERK

52. The Clerk shall be appointed by the Governing Body for such time upon such conditions as they may think fit, and any Clerk so appointed may be removed by them. The provisions of Section 283 of the Act shall apply and be observed. The Governing Body may from time to time by resolution appoint an assistant or deputy Clerk, and any person appointed may act in place of the Clerk if there be no Clerk or no Clerk capable of acting.
- 52 1 The Governing Body shall have the power to purchase and maintain for any Governor such insurance as is permitted by the provisions of the Memorandum of Association of the Trust.

THE SEAL

- 53 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 the said Members 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

ACCOUNTS

54. The Governing Body shall cause proper books of account to be kept in accordance with the provisions of Sections 221-223 of the Act.
55. The books of account shall be kept at the Office or, subject to Section 222 of the Act at such other place or places as the Governing Body shall think fit, and shall always be open to the inspection of the Members of the Governing Body.
- 56 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

- 57 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 preceding account (or in the case of the first account since the incorporation of the Trust) made up to date not more than seven 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 at 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 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 Auditors' reports shall be open to inspection and be read before the meeting as required by Section 241 of the Act.

AUDIT

58. 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
- 59 Auditors shall be appointed and their duties regulated in accordance with the Act

NOTICES

60. 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.
61. 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.
62. 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 providing 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

63. Clause 7 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

INDEMNITY

- 64 Subject to the provisions of the Act, the Members of the Governing Body and every officer or servant of the Trust shall be indemnified out of the funds of the Trust against all costs, charges, losses, damages and expenses which they shall respectively incur or be put to on account of any act, deed, matter or thing which shall be executed, done or permitted by them respectively in or about the bona fide execution of their respective offices, and shall be reimbursed by the Trust all reasonable expenses incurred by them in or about any legal proceedings or arbitration on account of the Trust or otherwise in the execution of their respective offices.

NAMES, ADDRESSES AND
DESCRIPTIONS OF
SUBSCRIBERS

S R L Thomas
168 Whitchurch Road
Cardiff
CF4 3NA

D V Turner
168 Whitchurch Road
Cardiff
CF4 3NA

Dated this 12th day of December 1989

WITNESS to the above signatures:

E J Price
168 Whitchurch Road
Cardiff
CF4 3NA

The Companies Act 1985

MEMORANDUM AND ARTICLES OF ASSOCIATION

(AMENDED 31st OCTOBER 2001)

OF THE MANOR PREPARATORY SCHOOL TRUST

COMPANY NUMBER : 2454554

INCORPORATED ON : 21st December 1989