

G

COMPANIES FORM No. 12

12

Statutory Declaration of compliance  
with requirements on application  
for registration of a company

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

[ ] [ ] [ ] [ ]

[ ]

Name of company

\* St. George's College Weybridge

\* insert full  
name of Company

I, Philip Martin Price  
of 1A Beaufort Place, Bath BA1 6RP

† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
[person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at LONDON ND RTH

Declarant to sign below

the 18th day of January

One thousand nine hundred and ninety three

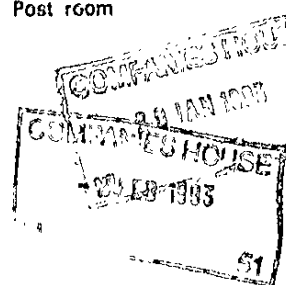
before me JEREMY SELLER

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

Presentor's name address and  
reference (if any):

For official Use  
New Companies Section

Post room



OYEZ

The Solicitors' Law Stationery Society Ltd, Oyez House, 27 Crimscoot Street, London SE1 5TS

Companies G12

11 00 110427

5017173

★★★★★

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COMPANIES FORM No. 30(5)(a)

**Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent**

30(5)(a)

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

**Note**

This declaration should accompany the application for the registration of the company

\* Insert full name of company

† delete as appropriate

For official use

Company number

Name of company

\* ST GEORGE'S COLLEGE WEYBRIDGE

I, Philip Martin Price  
of 1A Beaufort Place  
BATH BA1 6RP

a [Solicitor engaged in the formation of the above-named company] ~~(person named as director or secretary of the above company in the statement delivered under section 10 of the above Act)~~† do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at 631 Wellsway Bath  
in the County of Avon

Declarant to sign below

the 28th day of January  
One thousand nine hundred and Ninety-Three  
before me Richard Evans

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

Presentor's name address and reference (if any):

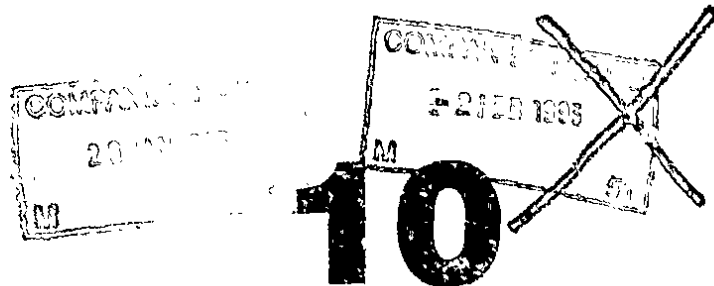
Philip Martin Price  
Martin Price & Co  
1A Beaufort Place  
BATH BA1 6RP

Ref. PMP/AD/St Georges

For official Use  
New Companies Section

Post room





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

This form should be completed in black.

Company name (in full)

CN

2789023

For official use

U

St. George's College Weybridge

Registered office of the company on  
incorporation.

RO

St. George's College

Post town Weybridge

County/Region Surrey

Postcode KT15 2QS

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address.

X

Name Martin Price & Co

RA

1A Beaufort Place, Bath BA1 6RP

Post town Bath

County/Region Avon

Postcode BA1 6RP

Number of continuation sheets attached

☐

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

Martin Price & Co.,

1A Beaufort Place

Bath

Postcode BA1 6RP

Telephone 0225-447464

Extension

# Company Secretary (See notes 1 - 5)

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

## Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Consent signature

## Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

## Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

CS Reverend

John Llewellyn

Cadwallader

AD St. George's College, Weybridge.

Post town Weybridge

County/Region Surrey

Postcode KT15 2QS

Country U.K.

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

Signed

J. R. Cadwallader

Date 5.1.93

CD Reverend

John Llewellyn

Cadwallader

AD St. George's College

Post town Weybridge

County/Region Surrey

Postcode KT15 2QS

Country U.K.

DO 211 014 319

Nationality NA British

OC None

OD None

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

Signed

J. R. Cadwallader

Date 5.1.93

{See notes 1 - 5}

\*Style/rule

### Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

**Address**

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Date of birth

### Business occupation

## Other directorships

\* Voluntary details

**Consent signature**

CD Reverend

Clive David Kimble

Bryant

**AD** St. George's College

Post town      We:bridge

County/Region: Surrey

Postcode KT15 2QS

Country U.K.

DO	27	03	18
----	----	----	----

Nationality **NA** British

OC	None
----	------

OD	None
----	------

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

**Signed**

Date 5.1.93

Delete if the form  
is signed by the  
subscriber.

Signature of agent on behalf of all subscribers      Date 6.1.93

Delete if the form is signed by an agent on behalf of all the subscribers.

**All the subscribers must sign either personally or by a person or persons authorised to sign for them.**

**Signed**XX**Date**XXXXXXXXXX

**SHEETXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXPageXXXXXXXXXX**

**Signed**

Date \_\_\_\_\_

**Signed**

Date \_\_\_\_\_

**Signed**

Date \_\_\_\_\_

**Signed**

Date \_\_\_\_\_

MEMORANDUM AND ARTICLES OF ASSOCIATION

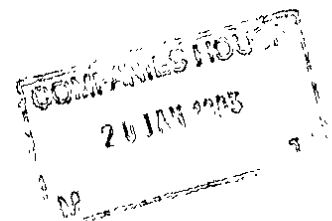
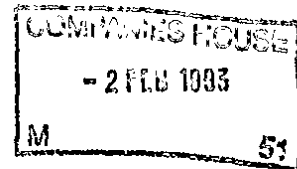
of

ST GEORGE'S COLLEGE, WEYBRIDGE

DATED THIS

day of

1992



Martin Price & Co  
1A Beaufort Place  
BATH BA1 6RP

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THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

St George's College Weybridge

- 1 The name of the company (hereinafter called "the Trust") is St George's College Weybridge
- 2 The Registered Office of the Trust will be situate in England
- 3(i) The objects for which the Trust is established are to provide for such charitable works whatsoever as advance the Roman Catholic Religion and in particular (but without prejudice to the generality of the foregoing) to acquire provide conduct and develop an independent Roman Catholic School or Schools for the education principally of Roman Catholic children.
- 3(ii) (a) to acquire an interest in the property and buildings situate thereon known as St George's College Weybridge for the purpose of running the School presently known as St George's College and Woburn Hill ("the School").
- (b) to carry on the School in pursuance of the main object hereof under the name of St George's College Weybridge as a Roman Catholic School as defined in the Articles of Association.
- (c) to institute establish contribute towards and administer scholarships, bursaries, grants, awards and other benefactions tenable at the School.
- (d) to purchase, take on lease or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) which is necessary or convenient for any of the purposes of the Trust.
- (e) to construct, maintain and alter any hostels, houses buildings, or works necessary or convenient for the purposes of the Trust and to furnish and to fit out with all necessary furniture and other equipment such buildings as may from time to time be required for the purposes of the Trust.

- (f) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Trust.
- (g) to take such steps by person 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; provided that the Trust shall not undertake any permanent trading in raising funds for its charitable objects
- (h) to print and publish any newspapers, periodicals, books or leaflets that the Trust may think necessary for the promotion of its objects
- (i) subject to such consents as shall be required by law to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Trust
- (j) subject to such consents as shall be required by law to borrow and raise money and to charge its property or any part thereof in any circumstances and upon such terms and conditions as the Trust may think fit
- (k) to invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as the Governors shall think fit
- (l) to undertake and execute any charitable trusts and subscribe to any local or other charities in furtherance of the objects of the Trust and to grant donations for any similar charitable purpose
- (m) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- (n) to establish and support, and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of this Trust
- (o) subject to the consent of the Regional Superior (as defined in the Articles of Association) to amalgamate with any charitable companies institutions societies or associations having objects altogether or in part similar to those of



this Trust.

- (p) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- (q) to transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the charitable companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- (r) to pay all costs charges and expenses preliminary or incidental to the promotion formation establishment and incorporation of the Trust
- (s) to make, revoke or agree to the making, amendment or revocation of any instrument, articles or rules of government in connection with any School or Schools and to appoint or dismiss officers thereof and to do all such things as may be required by statute or regulation relating thereof
- (t) to do all such other lawful things as shall further the attainment of the above objects or any of them

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 objects 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 Governors of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts,

neglects and defaults, and for the due administration of such property in the same manner and to the same extent as had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, of the Charity Commissioners over the Governors 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.

- (iv) In the case that either education shall cease to be a head of charity or statute shall forbid or prevent the conduct of carrying on of schools other than as schools maintained within the Education Act 1944 or any other statutory re-enactment thereof the objects of the Association shall be exclusively for those Roman Catholic purposes set out in Clause 7 below as if the Association had been wound up or dissolved.

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 the Members of the Trust and no Governors appointed to any office of the Trust shall be paid salary or fees. 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 Governor) for any services rendered to the Trust;
- (b) of reasonable and proper remuneration to the Headteacher on condition that the Headteacher shall not be entitled to vote on a Resolution nor attend any meeting of the Governors concerning his own appointment or remuneration by the Trust unless the Governors request him to attend any meeting whereupon he may so attend but may not vote thereat nor will his presence be material in establishing a quorum for such a meeting.
- (c) of interest on money lent by any member of the Trust or any of its Governors at a rate per annum not exceeding 2% less than the annual percentage rate of interest for the time being at which deposits in sterling are offered by prime banks in the London interbank market.

- (d) of reasonable and proper rent for premises demised or let by any member of the Trust or any of its Governors.
- (e) of fees remuneration of other benefit in money or money's worth to a company of which any of the Governors may be a member holding not more than one-hundredth part of the capital of that company.
- (f) to any of its Governors of reasonable and proper out-of-pocket expenses;
- (g) to any Governor for the time being hereof being a solicitor or other person engaged in any profession for all usual professional or other reasonable charges for work done by him or his firm when instructed by his co-Trustees so to act in that capacity on behalf of the Trust.
- (h) The payment of any premium in respect of any insurance or indemnity to cover the liability of the Governors (or any of them) which by virtue of any rule of law would otherwise attach to them or him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company Provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or wilful neglect or default on the part of a governor

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 ceased 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 expense 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 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 Trustees for the time being of a charity for Roman Catholic purposes administered in connection with the Institute of Josephites (hereinafter called "the Order") which is presently registered with the Charity Commission under number 312 071 and is regulated by a Declaration of Trust made on the 24 day of May 1929 by Andrew Joseph de Wolf and 10 others as amended by Deed of Revocation and Declaration of New Trusts dated 30 day of June 1992 by Peter John McHugo and 3 others to be applied for such charitable purposes connected with the advancement of the Roman Catholic Religion as the Trustees for the time being of the Order shall think fit but if the Order shall have ceased to exist or shall have ceased to carry on direct or support any charitable work then for such lawful charitable purposes connected with the advancement of the Roman Catholic Religion as the Trustees shall decide.

- 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 or services 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 as defined by S.389 of the Companies Act 1985.
- 9 No addition alteration or amendment shall be made to or in the provision of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales and no addition alteration or amendment shall be made to or in the provisions of such memorandum, which would cause the Trust to cease to be a charity at law and no addition alteration or amendment shall be made to or in the provisions of Clause 7 of such Memorandum without the consent in writing of the Regional Superior (as defined by the Articles of Association).

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

---

John Llewellyn Cadwallader  
St George's College, Weybridge, Surrey.  
Roman Catholic Priest.

Oliver David Kemble Syant  
St. George's College, Weybridge, Surrey.  
Roman Catholic Priest.

---

Dated this

8<sup>th</sup>

day of

January

1993

Witness to the above signatures:

*Pauline*

*Solomon*

*John*

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-of-

St. George's College Weybridge

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

Words

Meanings

The Act

The Companies Act 1985 and any statutory re-enactment or amendment thereof.

These presents

The Articles of Association and the regulations of the Trust from time to time in force.

The Order

The Institute of Josephites.

The Regional Superior

The Regional Superior for the time being of the Order in England and Wales.

The Trust

St George's College Weybridge.

The School

St George's College Weybridge and Woburn Hill

The Headteacher

The person appointed Headmistress or Headmaster of the School.

The Pupil

A child admitted to the School as a pupil following registration as such.

The Governors

The Trustees for the time being of the Trust as constituted under these presents

The Office

The registered office of the Trust.

The Seal

Roman Catholic

The Diocese

The Bishop

A Roman Catholic School

The United Kingdom

Month

In writing

The Common Seal of the Trust

In communion with the See of Rome

The Roman Catholic Diocese in which the School is for the time being situated

The Roman Catholic Bishop of the Diocese (and during the vacancy) the person who is for the time being entitled under the Canon Law of the Roman Catholic Church to exercise jurisdiction as Ordinary over Roman Catholics living in the Diocese

A school recognised as such by the Bishop Great Britain and Northern Ireland

Calendar Month

Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a permanent visible form

And words importing the singular number only shall include the plural number, and vice versa.

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

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

#### OBJECTS

2. The Trust is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

3. The number of Members of the Trust shall not exceed 50 and shall not be less than 4.

4. The majority of the Members shall be of the Roman Catholic faith and if the provision of this Article shall at any time cease to be satisfied then sufficient Members shall retire as will enable the provisions thereof to be satisfied. The decision of the Governors as to the Member or Members who must retire shall be final and conclusive and binding on all persons and shall become effective once notice has been given.

5. (i) Notwithstanding the preceding Articles hereof the subscribers to the Memorandum of Association shall be the initial Members of the Trust. Subject to Article 4 hereof subsequent Members shall be such persons as shall be appointed by the Governors.
- (ii) Any person who is a Governor shall be a Member during his term of office.
6. A person shall cease to be a Member:-
- (a) by resignation given by notice in writing to the Trust.
  - (b) if he shall not send a reply within three months after a notice has been sent to him by the Trust or the Secretary to the Trust asking him if he is desirous of resigning.
  - (c) on death.
  - (d) on the passing of a special resolution proposed by the Governors at a General Meeting to the effect that such person shall cease to be a Member.
  - (e) on ceasing to be a Governor.
7. No right or privilege of a Member shall be in any way transferable and all such rights and privileges shall cease upon the Member ceasing to be such whether by death dissolution retirement resignation or otherwise.
8. The Governors may appoint any person to be a President or Vice President or Patron of the Trust but such office shall carry neither executive duties and responsibilities nor voting rights.
9. The Trust shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings that may be held in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one Annual General Meeting of the Trust and that of the next: Provided that so long as the Trust holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Governors shall appoint.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Governors may whenever they think fit and they shall upon a requisition made by two thirds of the Members convene an Extraordinary General Meeting or in default such a meeting may be convened by any such requisitions as is provided in Section 368 of the Act.



12. Any requisition made by the Governors or Members shall express the object of the meeting proposed to be called and shall be left at the registered office of the Trust.

13. Upon receipt of such requisition the Governors shall forthwith proceed to convene a General Meeting. If they do not proceed to convene the same within 21 days from the date of the requisition the requisitionists may themselves convene a meeting.

14. An Annual General Meeting and a meeting called for the passing of a Special Resolution of the Trust shall be called by 21 days' notice in writing at the least and a meeting of the Trust other than an Annual General meeting or a meeting for the passing of a Special Resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and specify the place the day and the hour of meeting and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Trust in General Meeting to all Members Provided that a meeting of the Trust shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed

- (a) in the case of a meeting called as the 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 at the meeting being a majority together representing not less than ninety five percent of the total voting rights at that meeting of all Members.

15 The accidental omission to give notice of a meeting to or on the non-receipt of a notice of a meeting by any person entitled to receive Notice shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

16. All business that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall be deemed special with the exception of the consideration of the accounts balance sheets and the annual report of the Governors and the report of the Auditors and election of Governors in the place of those retiring and the appointment and the remuneration of the Auditors.

17. No business shall be transacted at any meeting unless a quorum is present at the commencement of business. Save as otherwise herein provided six Members or one fourth of the membership if greater present in person or by proxy shall be a quorum.

18. If within an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Governors or 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.

19. The Chairman of the Governors shall preside as Chairman at every General Meeting of the Trust or if there is no such Chairman or if he shall not be present within five minutes after the time appointed for the holding of the meeting or is unwilling to act the Governors shall choose one of their number to be Chairman of the meeting.

20. If at any meeting no Governor is willing to act as Chairman or if no Governor is present within five minutes after the time appointed for holding the meeting the Members present shall choose one of their number to be Chairman of the Meeting.

21. The Chairman may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meetings from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

22. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, demanded by the Chairman or by at least three Members present and unless a poll be so demanded a declaration of 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.

23. Subject to the provisions of Article 24, if a poll demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

24. No poll shall be demanded on the election of a Chairman of a meeting or any question of an adjournment.

25. 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.

26. 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.

#### THE GOVERNORS

27. (a) The number of the Governors shall be not less than 6 nor more than 13 unless otherwise determined by the Governors.
- (b) The Regional Superior shall ex officio be a Governor.
- (c) The first Governors should be those persons named in the Statement delivered to the Registrar pursuant to Section 10 Companies Act 1985 and shall be deemed to have been appointed under the provisions of this Article.
- (d) Subsequent Governors shall be elected by the Members at the Annual General Meeting provided that the Regional Superior shall have a power of veto over any nominations or election of Governors.
- (e) Governors shall serve for a term of office of three years or less as may be determined at the time of election the intention being that each year one third of the Governors shall retire at the next Annual General Meeting but shall be available for re-election subject to the proviso in Clause 28 next following.
28. A Governor may be appointed or elected for consecutive periods not exceeding in aggregate nine years but thereafter may be re-elected if following any such nine year period he shall have ceased to hold such appointment for not less than one year
29. Upon the occurrence of any casual vacancy amongst the Governors the remaining Governors may with the approval of the Regional Superior appoint a new Governor to fill such casual vacancy and to hold office until the next following Annual General Meeting of the Trust.
30. The Governor shall vacate office if he:-
- (a) ceases to be or is prohibited from being a Governor by virtue of any provision of the Act relating to the disqualification of directors; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1959 of exercising his functions as such Governor; or
- (d) resigns his office by notice in writing to the Trust;
- (e) shall have been absent without permission of the Governors from three consecutive meetings of the Governors and the Governors resolve that the office of such Governor shall be so vacated.

(f) is removed from office by a resolution duly passed by not less than two thirds of the remaining Governors of the Trust.

31. The Governors shall be entitled to be repaid all reasonable expenses properly incurred by them in attending and returning from meetings of the Governors or General Meetings of the Trust or in connection with the business of the Trust.

#### POWERS AND PROCEEDINGS OF THE GOVERNORS

32. The business of the Trust shall be managed by the Governors who may exercise all such powers of the Trust as are not by the Acts or by these Articles required to be exercised by the Trust in General Meeting and the exercise of the said powers shall be subject also to the control and regulation of any General Meeting of the Trust but no resolution of the Trust in general meeting shall invalidate any prior act of a Governor which would have been valid if such resolution had not been passed.

33. The Governors may meet for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. A Governor may and the Secretary on the requisition of a Governor shall at any time summon a meeting of the Governors.

34. The quorum necessary for the transaction of the business of the Governors shall be half present of the full body of the Governors.

35. The continuing Governors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Trust as the necessary quorum of Governors the continuing Governors or Governor may act for the purpose of increasing the number of Governors to that number or of summoning a general meeting of the Trust but for no other purpose.

36. The Governors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the Governors present may choose one of their number to be Chairman of the meeting.

37. A resolution in writing signed by all the Governors for the time being entitled to receive notice of a meeting of the Governors shall be as valid and effectual as if it had been passed at a meeting of the Governors duly convened and held.

38. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under these Articles the Governors shall have the following powers namely;

(a) to expend the funds of the Trust in such manner as they shall consider most beneficial for the purposes of the Trust and to invest in the name of the Trust or in the names of nominees such part thereof as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale for the purposes of the Trust;

(b) to acquire in the name of the Trust build upon pull down rebuild add to alter repair improve sell or dispose of or otherwise deal with any land buildings premises or other property for the use of the Trust;

(c) to enter into contracts on behalf of the Trust;

(d) to borrow money upon the security of the property of the Trust and to grant or direct to be granted mortgages for securing the same;

(e) generally to do all things necessary or expedient for the due conduct of the affairs of the Trust not herein otherwise provided for.

39. All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money paid to the Trust shall be signed drawn and accepted endorsed or otherwise executed as the case may be in such manner as the Governors shall from time to time by resolution determine.

40. The Governors shall cause minute books to be kept of the proceedings at General Meetings of the Trust and of meetings of the Governors, and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the Chairman or by another Governor present at the meeting shall be sufficient evidence of the due passing of any resolution and of the amount of the majority voting in favour thereof.

#### INVESTMENT MANAGERS

41. The Governors may delegate their power to manage the investments belonging to the Charity to Investment Managers being persons having at least 15 years' experience in the City of London or other appropriate financial centre in the United Kingdom of one or more of the businesses of stockbrokers merchant bankers finance houses and issuing houses and who are entitled to carry on investment business under the provisions of the Financial Services Act 1986 on such terms and at such reasonable remuneration as the Governors think fit but subject always to the following conditions:-

- (a) The delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Governors and within the powers of investment applicable to the Charity.
- (b) Every transaction carried out by the Investment Managers under delegated powers shall be reported to the Governors within 14 days.
- (c) The Governors shall be entitled at any time and without notice to review revoke or alter the delegation or the terms thereof.
- (d) The Governors shall be bound to review the arrangements for delegation at least once in every twelve months.
- (e) The Governors shall be liable for the acts and defaults of the Investment Managers in the exercise of the delegated powers in the same manner as if they were the acts and defaults of the Governors personally.

#### SECRETARY

42. The Secretary shall be appointed by the Governors for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Section 283 and 284 of the Act shall apply and be observed. The Governors may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### THE SEAL

43. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Governors and in the presence of two Governors or of a Governor and the Secretary, and the said Governors or Governor and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

#### ACCOUNTS

44. The Governors shall cause proper books of account to be kept in accordance with the provisions of Section 221 of the Act.

45. 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 Trustees shall think fit, and shall always be open to the inspection of the Governors.

46. The Governors may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members other than Governors, 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.

47. At the Annual General Meeting in every year the Governors 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 a 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 Governors and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory documents 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' report shall be open to inspection and be read before the meeting.

#### AUDIT

48. 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 as defined by S.389 of the Act.

49. Auditors shall be appointed and their duties regulated in accordance with S.237 of the Act.

#### NOTICES

50. 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 as his registered address as appearing in the Register of Members.

51. 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 notice 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.

52. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid.

#### DISSOLUTION

53. 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

54. Subject to such provisions of the Act, the Governors 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.

#### RELIGIOUS WORSHIP

55. The Governors shall ensure that the nature and character of the religious education and worship that shall be given at the School shall be in accordance with the teaching rites and practices of the Roman Catholic Church.

#### CARE OF PREMISES

56. The Governors shall ensure (so far as the approved budgets, enable them) that the School premises are kept in good repair and condition and that the furnishings and equipment are suitable and adequate and that the School premises furnishings and equipment are adequately insured.

#### ADVISORY COMMITTEE

57. The Governors may appoint an Advisory Committee which shall consist of such persons as the Governors may nominate and may delegate to such Committee such powers and duties as the Governors may from time to time determine subject always to the over-riding authority of the Governors.

58. The acts and proceedings of any such Advisory Committee shall be reported to the Governors as soon as possible.



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NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Llewellyn Cadwallader  
St George's College, Weybridge, Surrey.  
Roman Catholic Priest.

Oliver David Kemble Bryant,  
St. George's College, Weybridge, Surrey.  
Roman Catholic Priest.

Dated this

5<sup>th</sup>

day of

January

1993

Witness to the above signatures:

*[Signature]*

*[Signature]*

*[Signature]*

MEMORANDUM AND ARTICLES OF ASSOCIATION

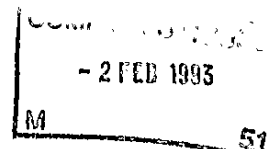
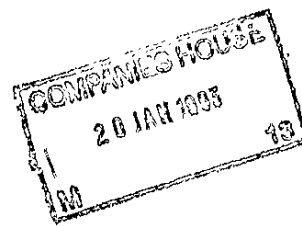
of

ST GEORGE'S COLLEGE, WEYBRIDGE

DATED THIS

day of

1992



51  
Martin Price & Co  
1A Beaufort Place  
BATH BA1 6RP

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

St George's College Weybridge

- 1 The name of the company (hereinafter called "the Trust") is St George's College Weybridge
- 2 The Registered Office of the Trust will be situate in England
- 3(i) The objects for which the Trust is established are to provide for such charitable works whatsoever as advance the Roman Catholic Religion and in particular (but without prejudice to the generality of the foregoing) to acquire provide conduct and develop an independent Roman Catholic School or Schools for the education principally of Roman Catholic children.
- 3(ii)
  - (a) to acquire an interest in the property and buildings situate thereon known as St George's College Weybridge for the purpose of running the School presently known as St George's College and Woburn Hill ("the School").
  - (b) to carry on the School in pursuance of the main object hereof under the name of St George's College Weybridge as a Roman Catholic School as defined in the Articles of Association.
  - (c) to institute establish contribute towards and administer scholarships, bursaries, grants, awards and other benefactions tenable at the School.
  - (d) to purchase, take on lease or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) which is necessary or convenient for any of the purposes of the Trust.
  - (e) to construct, maintain and alter any hostels, houses buildings, or works necessary or convenient for the purposes of the Trust and to furnish and to fit out with all necessary furniture and other equipment such buildings as may from time to time be required for the purposes of the Trust.

- (f) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Trust.
- (g) to take such steps by person 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; provided that the Trust shall not undertake any permanent trading in raising funds for its charitable objects
- (h) to print and publish any newspapers, periodicals, books or leaflets that the Trust may think necessary for the promotion of its objects
- (i) subject to such consents as shall be required by law to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Trust
- (j) subject to such consents as shall be required by law to borrow and raise money and to charge its property or any part thereof in any circumstances and upon such terms and conditions as the Trust may think fit
- (k) to invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as the Governors shall think fit
- (l) to undertake and execute any charitable trusts and subscribe to any local or other charities in furtherance of the objects of the Trust and to grant donations for any similar charitable purpose
- (m) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- (n) to establish and support, and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of this Trust
- (o) subject to the consent of the Regional Superior (as defined in the Articles of Association) to amalgamate with any charitable companies institutions societies or associations having objects altogether or in part similar to those of

this Trust.

- (p) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- (q) to transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the charitable companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- (r) to pay all costs charges and expenses preliminary or incidental to the promotion formation establishment and incorporation of the Trust
- (s) to make, revoke or agree to the making, amendment or revocation of any instrument, articles or rules of government in connection with any School or Schools and to appoint or dismiss officers thereof and to do all such things as may be required by statute or regulation relating thereof
- (t) to do all such other lawful things as shall further the attainment of the above objects or any of them

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 objects 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 Governors of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts,

neglects and defaults, and for the due administration of such property in the same manner and to the same extent as had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, of the Charity Commissioners over the Governors 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.

- (iv) In the case that either education shall cease to be a head of charity or statute shall forbid or prevent the conduct of carrying on of schools other than as schools maintained within the Education Act 1944 or any other statutory re-enactment thereof the objects of the Association shall be exclusively for those Roman Catholic purposes set out in Clause 7 below as if the Association had been wound up or dissolved.

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 the Members of the Trust and no Governors appointed to any office of the Trust shall be paid salary or fees. 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 Governor) for any services rendered to the Trust;
- (b) of reasonable and proper remuneration to the Headteacher on condition that the Headteacher shall not be entitled to vote on a Resolution nor attend any meeting of the Governors concerning his own appointment or remuneration by the Trust unless the Governors request him to attend any meeting whereupon he may so attend but may not vote thereat nor will his presence be material in establishing a quorum for such a meeting.
- (c) of interest on money lent by any member of the Trust or any of its Governors at a rate per annum not exceeding 2% less than the annual percentage rate of interest for the time being at which deposits in sterling are offered by prime banks in the London interbank market.

- (d) of reasonable and proper rent for premises demised or let by any member of the Trust or any of its Governors.
- (e) of fees remuneration of other benefit in money or money's worth to a company of which any of the Governors may be a member holding not more than one-hundredth part of the capital of that company.
- (f) to any of its Governors of reasonable and proper out-of-pocket expenses;
- (g) to any Governor for the time being hereof being a solicitor or other person engaged in any profession for all usual professional or other reasonable charges for work done by him or his firm when instructed by his co-Trustees so to act in that capacity on behalf of the Trust.
- (h) The payment of any premium in respect of any insurance or indemnity to cover the liability of the Governors (or any of them) which by virtue of any rule of law would otherwise attach to them or him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company Provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or wilful neglect or default on the part of a governor

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 ceased 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 expense 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 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 Trustees for the time being of a charity for Roman Catholic purposes administered in connection with the Institute of Josephites (hereinafter called "the Order") which is presently registered with the Charity Commission under number 312 071 and is regulated by a Declaration of Trust made on the 24 day of May 1929 by Andrew Joseph de Wolf and 10 others as amended by Deed of Revocation and Declaration of New Trusts dated 30 day of June 1992 by Peter John McHugo and 3 others to be applied for such charitable purposes connected with the advancement of the Roman Catholic Religion as the Trustees for the time being of the Order shall think fit but if the Order shall have ceased to exist or shall have ceased to carry on direct or support any charitable work then for such lawful charitable purposes connected with the advancement of the Roman Catholic Religion as the Trustees shall decide.

- 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 or services 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 as defined by S.389 of the Companies Act 1985.
- 9 No addition alteration of amendment shall be made to or in the provision of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales and no addition alteration or amendment shall be made to or in the provisions of such memorandum, which would cause the Trust to cease to be a charity at law and no addition alteration or amendment shall be made to or in the provisions of Clause 7 of such Memorandum without the consent in writing of the Regional Superior (as defined by the Articles of Association).

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

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NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

John Llewellyn Cadwallader  
St George's College, Weybridge, Surrey.  
Roman Catholic Priest.

Olive David Kimble Bryant  
St George's College, Weybridge Surrey  
Roman Catholic Priest.

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Dated this

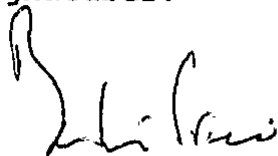
5<sup>th</sup>

day of

January

1993

Witness to the above signatures:



Smith

John

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-of-

St. George's College Weybridge

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

Words

Meanings

The Act

The Companies Act 1985 and any statutory re-enactment or amendment thereof.

These presents

The Articles of Association and the regulations of the Trust from time to time in force.

The Order

The Institute of Josephites.

The Regional Superior

The Regional Superior for the time being of the Order in England and Wales.

The Trust

St George's College Weybridge.

The School

St George's College Weybridge and Woburn Hill

The Headteacher

The person appointed Headmistress or Headmaster of the School.

The Pupil

A child admitted to the School as a pupil following registration as such.

The Governors

The Trustees for the time being of the Trust as constituted under these presents

The Office

The registered office of the Trust.

The Seal	The Common Seal of the Trust
Roman Catholic	In communion with the See of Rome
The Diocese	The Roman Catholic Diocese in which the School is for the time being situated
The Bishop	The Roman Catholic Bishop of the Diocese (and during the vacancy) the person who is for the time being entitled under the Canon Law of the Roman Catholic Church to exercise jurisdiction as Ordinary over Roman Catholics living in the Diocese
A Roman Catholic School	A school recognised as such by the Bishop
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar Month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a permanent visible form

And words importing the singular number only shall include the plural number, and vice versa.

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

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

#### OBJECTS

2. The Trust is established for the purposes expressed in the Memorandum of Association.

#### MEMBERS

3. The number of Members of the Trust shall not exceed 50 and shall not be less than 4.

4. The majority of the Members shall be of the Roman Catholic faith and if the provision of this Article shall at any time cease to be satisfied then sufficient Members shall retire as will enable the provisions thereof be satisfied. The decision of the Governors as to the Member or Members who must retire shall be final and conclusive and binding on all persons and shall become effective once notice has been given.

5. (i) Notwithstanding the preceding Articles hereof the subscribers to the Memorandum of Association shall be the initial Members of the Trust. Subject to Article 4 hereof subsequent Members shall be such persons as shall be appointed by the Governors.
- (ii) Any person who is a Governor shall be a Member during his term of office.
6. A person shall cease to be a Member:-
- (a) by resignation given by notice in writing to the Trust.
- (b) if he shall not send a reply within three months after a notice has been sent to him by the Trust or the Secretary to the Trust asking him if he is desirous of resigning.
- (c) on death.
- (d) on the passing of a special resolution proposed by the Governors at a General Meeting to the effect that such person shall cease to be a Member.
- (e) on ceasing to be a Governor.
7. No right or privilege of a Member shall be in any way transferable and all such rights and privileges shall cease upon the Member ceasing to be such whether by death dissolution retirement resignation or otherwise.
8. The Governors may appoint any person to be a President or Vice President or Patron of the Trust but such office shall carry neither executive duties and responsibilities nor voting rights.
9. The Trust shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings that may be held in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one Annual General Meeting of the Trust and that of the next: Provided that so long as the Trust holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Governors shall appoint.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Governors may whenever they think fit and they shall upon a requisition made by two thirds of the Members convene an Extraordinary General Meeting or in default such a meeting may be convened by any such requisitions as is provided in Section 368 of the Act.

12. Any requisition made by the Governors or Members shall express the object of the meeting proposed to be called and shall be left at the registered office of the Trust.

13. Upon receipt of such requisition the Governors shall forthwith proceed to convene a General Meeting. If they do not proceed to convene the same within 21 days from the date of the requisition the requisitionists may themselves convene a meeting.

14. An Annual General Meeting and a meeting called for the passing of a Special Resolution of the Trust shall be called by 21 days' notice in writing at the least and a meeting of the Trust other than an Annual General meeting or a meeting for the passing of a Special Resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and specify the place the day and the hour of meeting and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Trust in General Meeting to all Members Provided that a meeting of the Trust shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed

- (a) in the case of a meeting called as the 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 at the meeting being a majority together representing not less than ninety five percent of the total voting rights at that meeting of all Members.

15 The accidental omission to give notice of a meeting to or on the non-receipt of a notice of a meeting by any person entitled to receive Notice shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

16. All business that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall be deemed special with the exception of the consideration of the accounts balance sheets and the annual report of the Governors and the report of the Auditors and election of Governors in the place of those retiring and the appointment and the remuneration of the Auditors.

17. No business shall be transacted at any meeting unless a quorum is present at the commencement of business. Save as otherwise herein provided six Members or one fourth of the membership if greater present in person or by proxy shall be a quorum.

18. If within an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Governors or 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.

19. The Chairman of the Governors shall preside as Chairman at every General Meeting of the Trust or if there is no such Chairman or if he shall not be present within five minutes after the time appointed for the holding of the meeting or is unwilling to act the Governors shall choose one of their number to be Chairman of the meeting.

20. If at any meeting no Governor is willing to act as Chairman or if no Governor is present within five minutes after the time appointed for holding the meeting the Members present shall choose one of their number to be Chairman of the Meeting.

21. The Chairman may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meetings from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

22. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, demanded by the Chairman or by at least three Members, present and unless a poll be so demanded a declaration of 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.

23. Subject to the provisions of Article 24, if a poll demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

24. No poll shall be demanded on the election of a Chairman of a meeting or any question of an adjournment.

25. 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.

26. 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.

THE GOVERNORS

27. (a) The number of the Governors shall be not less than 6 nor more than 13 unless otherwise determined by the Governors.

(b) The Regional Superior shall ex officio be a Governor.

(c) The first Governors should be those persons named in the Statement delivered to the Registrar pursuant to Section 10 Companies Act 1985 and shall be deemed to have been appointed under the provisions of this Article.

(d) Subsequent Governors shall be elected by the Members at the Annual General Meeting provided that the Regional Superior shall have a power of veto over any nominations or election of Governors.

(e) Governors shall serve for a term of office three years or less as may be determined at the time of election the intention being that each year one third of the Governors shall retire at the next Annual General Meeting but shall be available for re-election subject to the proviso in Clause 28 next following.

28. A Governor may be appointed or elected for consecutive periods not exceeding in aggregate nine years but thereafter may be re-elected if following any such nine year period he shall have ceased to hold such appointment for not less than one year

29. Upon the occurrence of any casual vacancy amongst the Governors the remaining Governors may with the approval of the Regional Superior appoint a new Governor to fill such casual vacancy and to hold office until the next following Annual General Meeting of the Trust.

30. The Governor shall vacate office if he:-

(a) ceases to be or is prohibited from being a Governor by virtue of any provision of the Act relating to the disqualification of directors; or

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1959 of exercising his functions as such Governor; or

(d) resigns his office by notice in writing to the Trust;

(e) shall have been absent without permission of the Governors from three consecutive meetings of the Governors and the Governors resolve that the office of such Governor shall be so vacated.



(f) is removed from office by a resolution duly passed by not less than two thirds of the remaining Governors of the Trust.

31. The Governors shall be entitled to be repaid all reasonable expenses properly incurred by them in attending and returning from meetings of the Governors or General Meetings of the Trust or in connection with the business of the Trust.

#### POWERS AND PROCEEDINGS OF THE GOVERNORS

32. The business of the Trust shall be managed by the Governors who may exercise all such powers of the Trust as are not by the Acts or by these Articles required to be exercised by the Trust in General Meeting and the exercise of the said powers shall be subject also to the control and regulation of any General Meeting of the Trust but no resolution of the Trust in general meeting shall invalidate any prior act of a Governor which would have been valid if such resolution had not been passed.

33. The Governors may meet for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. A Governor may and the Secretary on the requisition of a Governor shall at any time summon a meeting of the Governors.

34. The quorum necessary for the transaction of the business of the Governors shall be half present of the full body of the Governors.

35. The continuing Governors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Trust as the necessary quorum of Governors the continuing Governors or Governor may act for the purpose of increasing the number of Governors to that number or of summoning a general meeting of the Trust but for no other purpose.

36. The Governors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the Governors present may choose one of their number to be Chairman of the meeting.

37. A resolution in writing signed by all the Governors for the time being entitled to receive notice of a meeting of the Governors shall be as valid and effectual as if it had been passed at a meeting of the Governors duly convened and held.

38. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under these Articles the Governors shall have the following powers namely:

(a) to expend the funds of the Trust in such manner as they shall consider most beneficial for the purposes of the Trust and to invest in the name of the Trust or in the names of nominees such part thereof as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale for the purposes of the Trust;

(b) to acquire in the name of the Trust build upon pull down rebuild add to alter repair improve sell or dispose of or otherwise deal with any land buildings premises or other property for the use of the Trust;

(c) to enter into contracts on behalf of the Trust;

(d) to borrow money upon the security of the property of the Trust and to grant or direct to be granted mortgages for securing the same;

(e) generally to do all things necessary or expedient for the due conduct of the affairs of the Trust not herein otherwise provided for.

39. All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money paid to the Trust shall be signed drawn and accepted endorsed or otherwise executed as the case may be in such manner as the Governors shall from time to time by resolution determine.

40. The Governors shall cause minute books to be kept of the proceedings at General Meetings of the Trust and of meetings of the Governors, and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the Chairman or by another Governor present at the meeting shall be sufficient evidence of the due passing of any resolution and of the amount of the majority voting in favour thereof.

#### INVESTMENT MANAGERS

41. The Governors may delegate their power to manage the investments belonging to the Charity to Investment Managers being persons having at least 15 years' experience in the City of London or other appropriate financial centre in the United Kingdom of one or more of the businesses of stockbrokers merchant bankers finance houses and issuing houses and who are entitled to carry on investment business under the provisions of the Financial Services Act 1986 on such terms and at such reasonable remuneration as the Governors think fit but subject always to the following conditions:-

- (a) The delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Governors and within the powers of investment applicable to the Charity.
- (b) Every transaction carried out by the Investment Managers under delegated powers shall be reported to the Governors within 14 days.
- (c) The Governors shall be entitled at any time and without notice to review revoke or alter the delegation or the terms thereof.
- (d) The Governors shall be bound to review the arrangements for delegation at least once in every twelve months.
- (e) The Governors shall be liable for the acts and defaults of the Investment Managers in the exercise of the delegated powers in the same manner as if they were the acts and defaults of the Governors personally.

#### SECRETARY

42. The Secretary shall be appointed by the Governors for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Section 283 and 284 of the Act shall apply and be observed. The Governors may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

#### THE SEAL

43. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Governors and in the presence of two Governors or of a Governor and the Secretary, and the said Governors or Governor and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

#### ACCOUNTS

44. The Governors shall cause proper books of account to be kept in accordance with the provisions of Section 221 of the Act.

45. 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 Trustees shall think fit, and shall always be open to the inspection of the Governors.

46. The Governors may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members other than Governors, 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.

47. At the Annual General Meeting in every year the Governors 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 a 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 Governors and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory documents 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' report shall be open to inspection and be read before the meeting.

#### AUDIT

48. 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 as defined by S.389 of the Act.

49. Auditors shall be appointed and their duties regulated in accordance with S.237 of the Act.

#### NOTICES

50. 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 as his registered address as appearing in the Register of Members.

51. 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 notice 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.

52. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid.

#### DISSOLUTION

53. 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

54. Subject to such provisions of the Act, the Governors 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.

#### RELIGIOUS WORSHIP

55. The Governors shall ensure that the nature and character of the religious education and worship that shall be given at the School shall be in accordance with the teaching rites and practices of the Roman Catholic Church.

#### CARE OF PREMISES

56. The Governors shall ensure (so far as the approved budgets, enable them) that the School premises are kept in good repair and condition and that the furnishings and equipment are suitable and adequate and that the School premises furnishings and equipment are adequately insured.

#### ADVISORY COMMITTEE

57. The Governors may appoint an Advisory Committee which shall consist of such persons as the Governors may nominate and may delegate to such Committee such powers and duties as the Governors may from time to time determine subject always to the over-riding authority of the Governors.

58. The acts and proceedings of any such Advisory Committee shall be reported to the Governors as soon as possible.

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NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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John Llewellyn Cadwallader  
St George's College, Weybridge, Surrey.  
Roman Catholic Priest.

Oliver David Kemble Bryant,  
St. George's College, Weybridge, Surrey.  
Roman Catholic Priest.

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Dated this

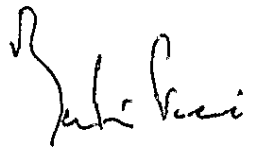
5<sup>th</sup>

day of

January

1993

Witness to the above signatures:

  
John Llewellyn  
Cadwallader

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2789023

I hereby certify that

ST GEORGE'S COLLEGE WEYBRIDGE

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 11 FEBRUARY 1993

A handwritten signature in dark ink, appearing to read 'F. A. JOHNSON'.

F. A. JOHNSON

an authorised officer