



## COMPANIES ACT 1985

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

#### MEMORANDUM OF ASSOCIATION

of

#### THE ABBEY SCHOOL TEWKESBURY

Amended by Special Resolution dated 8th February 2000

1. The name of the Company is **THE ABBEY SCHOOL TEWKESBURY**
2. The Registered office of the Company will be situate in England.
3. The object for which the Company is established is to advance the education of the public and in furtherance thereof but not further or otherwise the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):-
  - (A) To establish carry on and endow any school or schools and in particular The Abbey School Tewkesbury and to acquire such school as a going concern subject to any liabilities relating thereto and subject to the terms of any Trust Deed or Charity Commission scheme which may affect the same.
  - (B) To provide for the education training and instruction of pupils in any school so acquired or established, and on the basis of Church of England principles to provide such pupils with spiritual, moral, mental and physical training.
  - (C) To admit pupils to any school so acquired or established and to charge (and if and when appropriate to remit) school fees.
  - (D) To make the services of pupils available as choristers, musicians or otherwise for religious services and other functions (and, in particular, but without limiting the foregoing) as choristers for the Abbey Church of St Mary the Virgin Tewkesbury otherwise known as Tewkesbury Abbey and to train and instruct pupils for such purposes.

- (E) To provide, erect, construct, lay down, carry out, enlarge, alter, maintain, improve, equip, manage and superintend (and by subsidiary endowment or contribution or otherwise assist or take part in so doing) any school houses, boarding and residential houses for the use and accommodation of pupils and staff, classrooms, laboratories, gymnasiums, sanatoriums, playgrounds and playing fields, swimming baths, reading rooms, libraries and studios and generally any buildings, works, machinery and conveniences that may be necessary for the promotion of the Company's object.
- (F) To raise funds and invite and receive contributions from any person or persons whatsoever by way of subscription donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for its primary charitable object.
- (G) To create and administer and assist in the creation and administration of scholarships, exhibitions and bursaries.
- (H) To undertake and execute either gratuitously or otherwise any charitable trust the undertaking and execution whereof shall further the attainment of the Company's object.
- (I) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Company's object.
- (J) Subject to such consents as may be required by law to sell, exchange, let, mortgage, dispose of turn to account or otherwise deal with all or any of the property or assets of the Company as may be necessary with a view to the promotion of its object.
- (K) Subject to such consents as may be required by law to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description
- (L) To invest any moneys of the Company not immediately required for its purposes in or

upon such investments, securities or property of whatsoever nature as may be thought fit, and to vary the investment thereof in such manner as may from time to time be determined.

- (M) To establish and support or aid in the establishment and support of any charitable associations, institutions or trusts, and to subscribe or guarantee money for charitable purposes in any way connected with the object of the Company or which shall further its interest or any of them.
- (N) To make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company (or of former proprietors of any undertaking carried on by the Company) and their spouses, widows and other dependants and to provide life, health accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them.
- (O) To bear the cost of providing indemnity insurance:
  - (i) to cover the liability of any member of the Governing Body which by virtue of any rule of law or otherwise would attach to him or her in respect of any action taken by him or her or in his or her name either individually or collectively as a member of the Governing Body or any negligence default breach of trust or breach of duty of which he or she 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 was committed by that member of the Governing Body in reckless disregard of whether it was a breach of trust or breach of duty or not.
  - (ii) for any of its other officers and employees from and against all such risks incurred in the performance of their duties as may be thought fit.
- (P) To do all such other lawful things as shall further the Company's object.

4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the members of the Company or the Governing Body.

Provided that nothing herein shall prevent any payment in good faith by the Company.

(a) of reasonable and proper remuneration to any member, officer or employee of the Company or any member of the Governing Body for any services rendered to the Company professional or otherwise other than services rendered as a member of the Governing Body provided that a Member of the Governing Body withdraws from any meeting of the Governing Body whilst his or her appointment, remuneration or other terms of employment is being discussed, and the majority of the members of the Governing Body do not receive remuneration in respect of employment by the Company

(b) of interest on money lent by any member of the Company (or of its Governing Body) at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate for the time being of a clearing bank to be selected by the Governing Body;

(c) of reasonable and proper rent for premises demised or let by any member of the Company (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 the governing Body may be a member holding not more than 1/100th part of the issued capital of that company;

(e) the payment of any premium in respect of any indemnity insurance to cover the liability of any member of the Governing Body which by virtue of any rule of law or otherwise would attach to him or her in respect of any action taken by him or her or in his or her name either individually or collectively as a member of the Governing Body or any negligence default breach of trust or breach of duty of which he or she 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 was committed by that member of the Governing Body in reckless disregard of whether it was a breach of trust or breach of duty or not;

(f) to any member of its Governing Body of reasonable out-of pocket expenses.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its 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 Company 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 amongst themselves.

7. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to any body

having as its object (or as part of its objects) similar or related charitable objects and, if that cannot be done to some other charitable object.

WE, the several persons whose names and addresses are written below, wish to be formed into a Company under this Memorandum of Association.

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**SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS**

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Miles Amherst  
The Old Vicarage  
Chaceley  
Gloucestershire  
GL19 4EE

M Amherst

Retired Headmaster

Martin Robert Amherst Lock  
72 High Street  
Repton  
Derby  
DE65 6GF

M Amherst Lock

Schoolmaster

Dr. Rachel Elizabeth Colville  
The Ashes  
Raughton Head  
Carlisle  
CA5 7DJ

Rachel G. Colville

Medical Practitioner

Dr. Andrew Nicholas Crowther  
Green Farm  
Bushley  
Gloucestershire  
GL20 6HY

A.N. Crowther

Medical Practitioner

Dr. Roy Cyril Massey  
1 College Cloisters  
Cathedral Close  
Hereford  
HR1 2NG

Roy C. Massey

Cathedral Organist

Jonathan Henry Milton  
The Abbey School  
Church Street  
Tewkesbury  
Gloucestershire  
GL20 5PD

Jonathan Henry Milton

Headmaster

Robert George Otter  
69/70 High Street  
Tewkesbury  
Gloucestershire  
GL20 5LE

R.G.Otter

Consultant Solicitor

The Reverend Canon William James Patterson C.B.E.  
1 Watledge Close  
Tewkesbury  
Gloucestershire  
GL20 5RJ

W.F.Patterson

Clerk in Holy Orders

Michael Deedes Peterson  
The Willows  
Lincoln Green  
Tewkesbury  
Gloucestershire  
GL20 7DN

M.D.Peterson

Retired Organist

The Reverend Michael Edward Tavinor  
Abbey House  
Church Street  
Tewkesbury  
Gloucestershire  
GL20 5SR

M.E.Tavinor

Vicar of Tewkesbury Abbey

Mrs Francine Caroline Yorke  
The Stalls  
Bushley  
Tewkesbury  
Gloucestershire  
GL20 6AG

Francine C. Yorke

School Teacher

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DATED this 19th day of March 1997

WITNESS to the above signatures:-

Nigel Brownlow Horner  
15 & 16 The Tything  
Worcester  
WR1 1HD

Nigel B. Horner

Solicitor, Clerk to the Governors

# **THE COMPANIES ACT 1985**

## **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

### **ARTICLES OF ASSOCIATION**

#### **OF**

### **THE ABBEY SCHOOL TEWKESBURY**

**Amended by Special Resolution dated 8<sup>th</sup> February 2000  
Amended by Special Resolution dated 12<sup>th</sup> December 2003**

#### **GENERAL**

1. In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings (if not inconsistent with the subject or context) set opposite to them respectively in the second column thereof:-

#### **WORDS**

#### **MEANINGS**

The Act

The Companies Act 1985

These Articles

These Articles of Association and the regulations of the Company from time to time in force.

The Company

The Abbey School Tewkesbury

Clear Days

In relation to the period of a notice, the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Executed

Includes any mode of execution

The Governing Body

The directors for the time being of the Company

Governor

A member of the Governing Body



Month	Calendar month
Office	The registered office of the Company
Seal	The Common Seal of the Company, if it has one
Secretary	The Secretary of the Company or any person appointed for the time being to perform his duties
The United Kingdom	Great Britain and Northern Ireland.
Year	Year from the 1st January to the 31st December inclusive
In writing	Written, printed, lithographed or photographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

2. When any provision of the Act is referred to, the reference is to such provision as modified or re-enacted by any statute for the time being in force.

#### **MEMBERS**

3. The members of the Company shall be such persons as are approved by the Governing Body to become members and have consented in writing to become members and whose names shall have been entered in the register of members.

4. The rights and privileges of a member of the Company shall be personal to the member and shall cease on death.

5. Every member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his becoming a member.

6. A Member may at any time by notice in writing to the Company resign his membership and the name of a member so resigning shall forthwith be removed from the register of members and he shall thereupon cease to be a member of

the Company, but he may be re-admitted to membership. The Company shall also remove from the register of members the name of any member who shall die and whose death shall be proved to the satisfaction of the Company.

7. The Governing Body may resolve that any member of the Company shall cease to be a member of the Company, and forthwith upon the passing of any such resolution the member named therein shall cease to be a member of the Company and his name shall be removed from the register of members.

#### **GENERAL MEETINGS**

8. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen 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 Governing Body or its Chairman shall appoint.

9. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Governing Body or its Chairman may, whenever it or he thinks fit, call General Meetings and, on the 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 at any time there are not within the United Kingdom sufficient Governors capable of acting to form a quorum, any Governor or any member of the Company may call a General Meeting.

#### **NOTICE OF GENERAL MEETINGS**

11. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one clear days' notice in writing at the least, and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a Special Resolution) shall be called by fourteen clear days' notice in writing at the least but a general meeting may be called by shorter notice 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 95 per cent. of the total voting rights at that meeting of all the members.

12. 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. 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 notice of a meeting by, any person entitled to receive notice of it shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any General Meeting unless a quorum of members is present. Save as herein otherwise provided, one third of the members present in person shall be a quorum.

15. If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such day, time and place as the Chairman of the meeting or the Governing Body shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting the members present shall be a quorum.

16. The Chairman (if any) of the Governing Body shall preside as Chairman at every General Meeting of the Company, but if there be no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice-Chairman (if any) of the Governing Body shall preside as Chairman of the meeting, but if there be no such Vice-Chairman, or if he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the governors present shall choose one of their number to be Chairman of the meeting.

17. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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 properly have been transacted at the meeting had adjournment not taken place.

18. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded:-

(A) by the Chairman; or

(B) by at least two members present in person. Unless a poll is so demanded a declaration by the Chairman 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 minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

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

21. A poll shall be taken as the Chairman of the meeting directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands take place or at which the poll is demanded shall, except in the case of a resolution for altering the constitution of the governing Body, be entitled to a casting vote in addition to any other vote he may have.

23. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

24. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## VOTES OF MEMBERS

25. Subject as hereinafter provided, every member of the Company shall have one vote, and no member shall vote by proxy.

26. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

## MEMBERS OF THE GOVERNING BODY

27. Until otherwise determined by a General Meeting there shall be no ceiling on the number of Governors.

28. The Governing Body shall consist of:-

- (a) (i) The Incumbent for the time being or other the minister responsible for the Abbey Church of St Mary the Virgin Tewkesbury

or

- (ii) One Governor appointed by the said Incumbent or other minister

- (b) Other Governors the majority of whom must be communicant Members of the Church of England

29. The following shall be entitled to hold office from the date of incorporation of the Company until their vacation of office under the provisions of Article 37 or 43 or retirement under the provisions of Articles 39, 40 and 41 hereof:- Miles Amherst, Martin Robert Amherst Lock, Dr Rachel Elizabeth Colville, Dr. Andrew Nicholas Crowther, Dr. Roy Cyril Massey, Jonathan Henry Milton, Robert George Otter, The Reverend Canon William James Patterson C.B.E., Michael Deedes Peterson, The Reverend Michael Edward Tavinor, Mrs. Francine Caroline Yorke.

30. No person shall be entitled to act as a Governor, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Memorandum and Articles of Association of the Company.

31. No person who is not a member of the Company shall be or act as a Governor.

32. The Governing Body may appoint a person who is willing to act to be a Governor either to fill a vacancy or as an additional Governor provided that the

appointment does not cause the number of Governors to exceed any number fixed by or in accordance with these Articles as the maximum number of Governors. A Governor so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Governors who are to retire by rotation at the meeting. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.

#### POWERS OF THE GOVERNING BODY

33. Subject to the provisions of the Act, the Company's Memorandum of Association and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Governing Body who may exercise all the powers of the Company. No alteration of the Company's Memorandum or these Articles and no such direction shall invalidate any prior act of the Governing Body which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Governing Body by these Articles and a meeting of the Governing Body at which a quorum is present may exercise all the powers exercisable by the Governing Body.

34. The Governing Body may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

35. Subject to the provisions of the Company's Memorandum of Association and these Articles, the Governing Body may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles.

36. Except to the extent permitted by clause 4 of the Memorandum, no Governor shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Governor in any other contract to which the Company is a party and any Governor who holds such a property interest shall withdraw from that part of any meeting at which such property interest is discussed, but nothing shall prevent a child of which a Governor is a parent or guardian being educated at any school carried on by the Company or being awarded any scholarship or benefit as a pupil.

#### DISQUALIFICATION OF GOVERNORS

37. The office of a Governor shall be vacated:-

- (A) If he becomes bankrupt or he makes any arrangement or composition with his creditors;

- (B) If he is, or may be, suffering from mental disorder and either:-
  - (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver or curator bonis or other person to exercise powers with respect to his property or affairs;
- (C) If by notice in writing to the Company he resigns his office;
- (D) If he ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
- (E) If he has been convicted of any offence involving dishonesty or deception;
- (F) If he absents himself from the meetings of the Governing Body during a continuous period of six months without special leave of absence from the Governing Body and they pass a resolution that he has by reason of such absence vacated office;
- (G) If, being the Governor appointed by the Incumbent of the Abbey Church under Article 28 (a) (ii) , the Incumbent removes him by notice in writing served on the Company;
- (H) If he vacates office under Articles 38;

38. A Governor shall vacate his office at the conclusion of the Annual General Meeting commencing next after he attains the age of 70 and at every Annual General Meeting thereafter. But before the conclusion of a Meeting at which he retires the Governing Body may (if he is willing to be re-appointed) resolve that because of special circumstances he should hold office until the next Annual General Meeting. Provided that in no circumstances shall a person be appointed or re-appointed as a Governor after his seventy-fifth birthday.

## RETIREMENT OF GOVERNORS BY ROTATION

39. At the Company's first Annual General Meeting and at every subsequent Annual General Meeting one-third of the Governors for the time being (excluding any Governor retiring under Article 38), or if their number is not three or a multiple of three then the number nearest one-third, shall retire from office.

40. A retiring Governor shall retain his office until the conclusion of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.

41. The Governors to retire by rotation shall be those who shall have been longest in office since their last appointment or re-appointment. As between persons who became or were re-appointed Governors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

42. If the Company, at the meeting at which a Governor retires by rotation, does not fill the vacancy, the retiring Governor shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Governors is put to the meeting and lost.

43. Notwithstanding anything in these Articles the Company may by Ordinary Resolution, of which special notice has been given to all members of the Company in accordance with the Act, remove any governor before the expiration of his period of office.

## GOVERNORS' EXPENSES

44. The Governors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Governors or committees of Governors or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

## PROCEEDINGS OF THE GOVERNING BODY

45. The Governing Body or any committee of the Governing Body may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than one third of the members of the body concerned or two, whichever is the greater. 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.



46. The Chairman or Vice-Chairman of the Governing Body may, and on the request of three Governors the Secretary shall, at any time call a meeting of the Governing Body. It shall not be necessary to give notice of a meeting of the Governing Body to any Governor who is for the time being absent from the United Kingdom.

47. The Governors for the time being may act notwithstanding any vacancy in their body, but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting, but not for any other purpose.

48. The Governing Body may from time to time elect from amongst their number a Chairman and a Vice Chairman, and may determine for what period they are to hold office. The Chairman shall be entitled to preside at all meetings of the Governing Body at which he shall be present. If there shall be no Chairman, or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice-Chairman shall act as Chairman of the meeting, and if no Vice-Chairman is elected, or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Governors present shall choose one of their number to be Chairman of the meeting. A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if he shall so long remain a Governor. A retiring Chairman and Vice-Chairman may be re-elected.

49. The Governing Body may appoint one or more sub-committees consisting of three or more Governors for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Governing Body would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Governing Body.

50. All acts bona fide done by any meeting of the Governing Body or of any committee of the Governing Body or by any person acting as a Governor shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Governor or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Governor and had been entitled to vote.

51. The Governing Body shall cause proper minutes to be made in books provided for the purpose:

- (A) of all appointments of officers made by the Governing Body; and
- (B) of the names of Governors present at each meeting of the Governing Body and of any committee of the Governing Body; and
- (C) of all resolutions and proceedings at all meetings of the Company and of the Governing Body and of committees of the Governing Body, and any minutes of any meeting, if purporting to be signed by the Chairman of that meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts therein stated.

52. A resolution in writing signed by all the members for the time being of the Governing Body or of any committee of the Governing Body entitled to receive notice of a meeting of the Governing Body or of any such committee of the Governing Body (as the case may be) 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 held. The resolution may consist of more than one document in the like form, each signed by one or more than one person.

#### **SECRETARY**

53. The Secretary shall be appointed by the Governing Body for such term, at such remuneration (if not a Governor) and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Governing Body.

54. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Governor and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Governor and as, or in place of the Secretary.

#### **THE SEAL**

55. The Governing Body shall provide for the safe custody of the seal (if any), which shall only be used by the authority of the Governing Body or of a committee of the Governing Body authorised by the Governing Body in that behalf. Every instrument to which the seal shall be affixed shall be signed by a Governor and shall be countersigned by the Secretary or by a second Governor or by some other person appointed by the Governing Body for the purpose;

#### **HONORARY OFFICERS**

56. The Governing Body may at any time and from time to time appoint any person, whether a member of the Company or not, to be President or a Vice-President or a Patron of the Company, but such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

#### ACCOUNTS

57. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company carrying on activities of the nature carried on by the Company.

#### ANNUAL REPORT

58. The Governing Body shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners for England and Wales.

#### ANNUAL RETURN

59. The Governing Body shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners for England and Wales.

#### NOTICES

60. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Governing Body need not be in writing.

61. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

62. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

63. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice

shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

#### **INDEMNITY**

64. Subject to the provisions of the Act every Governor or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

#### **WINDING UP**

65. Upon the winding up of the Company the provisions of Clause 7 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein.

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**SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS**

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Miles Amherst  
The Old Vicarage  
Chaceley  
Gloucestershire  
GL19 4EE

M Amherst

Retired Headmaster

Martin Robert Amherst Lock  
72 High Street  
Repton  
Derby  
DE65 6GF

M R Amherst Lock

Schoolmaster

Dr. Rachel Elizabeth Colville  
The Ashes  
Raughton Head  
Carlisle  
CA5 7DJ

Rachel E. Colville

Medical Practitioner

Dr. Andrew Nicholas Crowther  
Green Farm  
Bushley  
Gloucestershire  
GL20 6HY

A N Crowther

Medical Practitioner

Dr. Roy Cyril Massey  
1 College Cloisters  
Cathedral Close  
Hereford  
HR1 2NG

Roy C. Massey

Cathedral Organist

Jonathan Henry Milton  
The Abbey School  
Church Street  
Tewkesbury  
Gloucestershire  
GL20 5PD

Jonathan Henry Milton

Headmaster

Robert George Otter  
69/70 High Street  
Tewkesbury  
Gloucestershire  
GL20 5LE

R.G.Otter

Consultant Solicitor

The Reverend Canon William James Patterson C.B.E.  
1 Watledge Close  
Tewkesbury  
Gloucestershire  
GL20 5RJ

W.J. Patterson

Clerk in Holy Orders

Michael Deedes Peterson  
The Willows  
Lincoln Green  
Tewkesbury  
Gloucestershire  
GL20 7DN  
Retired Organist

M.D.Peterson

The Reverend Michael Edward Tavinor  
Abbey House  
Church Street  
Tewkesbury  
Gloucestershire  
GL20 5SR

M.E.Tavinor

Vicar of Tewkesbury Abbey

Mrs Francine Caroline Yorke  
The Stalls  
Bushley  
Tewkesbury  
Gloucestershire  
GL20 6AG

Francine C. Yorke

School Teacher

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DATED this 19th day of March 1997

WITNESS to the above signatures:-

Nigel Brownlow Horner  
15 & 16 The Tything  
Worcester  
WR1 1HD

Nigel B Horner

Solicitor, Clerk to the Governors